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GOVERNMENT NOTICES

DEPARTMENT OF LABOUR

No. R. 734

18 April 1975

INDUSTRIAL CONCILIATION ACT, 1956

**RETAIL MEAT TRADE (WITWATERSRAND).—
MAIN AGREEMENT**

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Retail Meat Trade shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union;

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (c), 14 and 22, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said Trade in the areas specified in clause 1 (1) (b) of the Agreement; and

(c) in terms of section 48 (3) (a) of the said Act, declare that in the areas specified in clause 1 (1) (b) of the Agreement and with effect from the second Monday after the date of publication of this notice and for the period ending three years from the said Monday, the provisions of the Agreement, excluding those contained in clauses 1 (1) (a), 2, 5 (4) (c), 9, 11, 14 and 22, shall *mutatis mutandis* be binding upon all Bantu employed in the said Trade by the employers upon whom any of the said provisions are binding in respect of employees and upon those employers in respect of Bantu in their employ.

M. VILJOEN, Minister of Labour.

GOEWERMENTSKENNISGEWINGS

DEPARTEMENT VAN ARBEID

No. R. 734

18 April 1975

WET OP NYWERHEIDSVERSOENING, 1956

**KLEINHANDELVLEISBEDRYF (WITWATERS-
RAND).—HOOFOOREENKOMS**

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kleinhandelvleisbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is;

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2, 5 (4) (c), 14 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms; en

(c) kragtens artikel 48 (3) (a) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousule 1 (1) (a), 2, 5 (4) (c), 9, 11, 14 en 22, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat drie jaar vanaf genoemde Maandag eindig, in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms, *mutatis mutandis* bindend is vir alle Bantoes in diens in genoemde Bedryf by dié werkgewers vir wie enigeen van genoemde bepalings ten opsigte van werknemers bindend is en vir daardie werkgewers ten opsigte van Bantoes in hul diens.

M. VILJOEN, Minister van Arbeid.

SCHEDULE

INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE
(WITWATERSRAND)

AGREEMENT

in accordance with the provisions of the Industrial Conciliation Act, 1956, made and entered into by and between the

Witwatersrand Retail Master Butchers' Association
(hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Transvaal Retail Meat Trade Employees' Union
(hereinafter referred to as the "employees" or the "trade union"), of the other part,

being parties to the Industrial Council for the Retail Meat Trade (Witwatersrand).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Retail Meat Trade (Witwatersrand)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg (excluding that portion which was transferred from the Magisterial District of Heidelberg in terms of Government Notice 1779 of 6 November 1964), Brakpan (excluding those portions which were transferred from the Magisterial District of Nigel in terms of Government Notices 498 of 1 April 1966 and 871 of 26 May 1972 and from the Magisterial District of Heidelberg in terms of Government Notice 1779 of 6 November 1964), Germiston, Johannesburg, Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956, as amended by Government Notices 962 of 1 June 1956, and 1618 of 2 October 1970), Krugersdorp (excluding those portions which were transferred from the Magisterial Districts of Randfontein and Brits in terms of Government Notices 749 of 19 May 1961 and 894 of 26 May 1972, respectively), Roodepoort and Springs, that portion of the Magisterial District of Delmas which, prior to the publication of Government Notice 2880 of 12 December 1952, fell within the Magisterial District of Springs, that portion of the Magisterial District of Heidelberg which, prior to the publication of Government Notice 2095 of 27 November 1970, fell within the Magisterial District of Brakpan, that portion of the Magisterial District of Koster which, prior to the publication of Government Notice 1105 of 26 July 1963, fell within the Magisterial District of Krugersdorp, those portions of the Magisterial District of Randburg which, prior to the publication of Government Notice 2152 of 22 November 1974, fell within the Magisterial Districts of Johannesburg, Kempton Park, Krugersdorp and Roodepoort, that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice 2546 of 5 December 1947, fell within the Magisterial District of Krugersdorp (but excluding the farm Holfontein 17) and that portion of the Magisterial District of Westonaria which, prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in this Agreement;

(b) not apply to employees wholly or mainly employed in Bantu areas as defined in section 1 (1) of the Industrial Conciliation Act, 1956.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation for three years or for such period as may be determined by the Minister.

3. DEFINITIONS

Any terms used in this Agreement, which are defined in the Act, shall have the same meaning as in the Act. Any reference to an act shall include any amendments thereto, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Act" means the Industrial Conciliation Act, 1956;

"bookkeeper" means an employee employed on the keeping of books and accounts and records of the establishment and who is in charge of such books and records;

BYLAWE

NYWERHEIDSRaad VIR DIE KLEINHANDEL-
VLEISBEDRYF (WITWATERSRAND)

OOREENKOMS

ingevolge die Wet op Nywerheidsversoenig, 1956, gesluit deur en aangegaan tussen die

Witwatersrand Retail Master Butchers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Transvaal Retail Meat Trade Employees' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Kleinhandel-vleisbedryf (Witwatersrand).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Kleinhandelvleisbedryf (Witwatersrand) nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is en wat onderskeidelik by die Bedryf betrokke of daarin werksaam is;

(b) in die landdrostrikte Alberton, Benoni, Boksburg (uitgesonderd daardie gedeelte wat ingevolge Goewermmentskennisgewing 1779 van 6 November 1964 vanaf die landdrostrik Heidelberg oorgeplaas is), Brakpan (uitgesonderd daardie gedeeltes wat ingevolge Goewermmentskennisgewings 498 van 1 April 1966 en 871 van 26 Mei 1972 vanaf die landdrostrik Nigel en ingevolge Goewermmentskennisgewing 1779 van 6 November 1964 vanaf die landdrostrik Heidelberg oorgeplaas is), Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermmentskennisgewings 556 van 29 Maart 1956, soos gewysig, by Goewermmentskennisgewing 962 van 1 Junie 1956 en 1618 van 2 Oktober 1970 vanaf die landdrostrik Pretoria oorgeplaas is), Krugersdorp (uitgesonderd daardie gedeeltes wat ingevolge Goewermmentskennisgewings 749 van 19 Mei 1961 en 894 van 26 Mei 1972 vanaf onderskeidelik die landdrostrikte Randfontein en Brits oorgeplaas is), Roodepoort en Springs, daardie gedeelte van die landdrostrik Delmas wat voor die publikasie van Goewermmentskennisgewing 2880 van 12 Desember 1952 binne die landdrostrik Springs geval het, daardie gedeelte van die landdrostrik Heidelberg wat voor die publikasie van Goewermmentskennisgewing 2095 van 27 November 1970 binne die landdrostrik Brakpan geval het, daardie gedeelte van die landdrostrik Koster wat voor die publikasie van Goewermmentskennisgewing 1105 van 26 Julie 1963 binne die landdrostrik Krugersdorp geval het, daardie gedeeltes van die landdrostrik Randburg wat voor die publikasie van Goewermmentskennisgewing 2152 van 22 November 1974 binne die landdrostrikte Johannesburg, Kempton Park, Krugersdorp en Roodepoort geval het, daardie gedeelte van die landdrostrik Randfontein wat voor die publikasie van Goewermmentskennisgewing 2546 van 5 Desember 1947 binne die landdrostrik Krugersdorp geval het (maar uitgesonderd die plaas Holfontein 17) en daardie gedeelte van die landdrostrik Westonaria wat voor die publikasie van Goewermmentskennisgewing 1476 van 30 September 1966 binne die landdrostrik Roodepoort geval het.

(2) Ondanks subklousule (1), is hierdie Ooreenkoms—

(a) slegs van toepassing op werknemers vir wie lone in hierdie Ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers wat geheel en al of hoofsaaklik in diens is in Bantoegebiede soos omskryf in artikel 1 (1) van die Wet op Nywerheidsversoenig, 1956.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet bepaal en bly drie jaar lank van krag of vir dié tydperk wat die Minister mag vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebrui is en in die Wet omskryf word, het dieselfde betekenis as in die Wet. Alle verwysings na 'n wet omvat alle wysigings daarvan, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue, voorts, tensy strydig met die samehang, beteken—

"Wet" die Wet op Nywerheidsversoenig, 1956;

"boekhouer" 'n werknemer wat in diens is om die boeke, rekenings en registers van die bedryfsinrigting te hou, en wat verantwoordelik is vir dié boeke en registers;

"butcher's assistant" means an employee, other than a trainee meat cutting technician, who, under the supervision of a meat cutting technician or an employer who is actually engaged in the work of a meat cutting technician, is engaged in breaking up quarters of beef, carcasses of mutton, lamb, pork and veal into component cuts only, but shall not be permitted to use the tools of the trade further thereon except to make sausages and bone and roll meat, and who in addition, may perform the duties of a labourer;

"cashier and assistant bookkeeper" means an employee in an establishment whose duties are confined to the taking of cash for goods purchased, the booking of orders of customers and/or assisting the bookkeeper under his or her directions;

"casual employee" means an employee who is employed for not more than three days in any one week;

"cutter" means an employee who converts meat carcasses or parts of carcasses into various portions for separate pre-wrapping prior to the sale of such pre-wrapped portions;

"Council" means the Industrial Council for the Retail Meat Trade (Witwatersrand), registered in terms of section 19 of the Act;

"establishment" means any premises used for the conduct of the Retail Meat Trade as defined and shall include such portion of any premises of a multiple commodity store from which the Retail Meat Trade as defined is carried on;

"horsemeat establishment" means an establishment on and from which horse, donkey or mule meat is sold;

"labourer" means an employee exclusively engaged on one or more of the following operations:

(a) Cleaning of premises, vehicles, live animals, utensils, implements or machinery;

(b) loading or unloading goods, meat or poultry into or from vehicles;

(c) delivering or conveying letters, messages or goods on foot or by means of a bicycle, tricycle, foot or hand propelled vehicle; including a mechanically propelled bicycle or tricycle of under 50 cm³ engine capacity;

(d) the collection of orders and money from customers beyond the establishment;

(e) sawing up soup meat by handsaw;

(f) cleaning and chopping of bones;

(g) cutting up and melting of fat for dripping;

(h) cleaning and grinding of tools;

(i) plucking and dressing of poultry;

(j) pumping of meat;

(k) mincing of meat and cutting up of meat for the purpose of mincing, making sausages and boerewors;

(l) skinning and cleaning of game and calves;

(m) making tea or similar beverages;

(n) the operations enumerated in clause 26 if designated to perform such work in terms of such clause in accordance with the requirements thereof;

"labourer, female," means a female employee exclusively employed in making tea or similar beverages and/or the cleaning of premises or utensils and/or laundering;

"mass-measurer and/or pricer" means an employee who mass-measure and prices separately wrapped portions of meat prior to the sale of such wrapped portions of meat;

"meat cutting technician" means an employee, including a cutter or trainee shop controller, who cuts up meat and/or serves customers in an establishment and who in addition may supervise the work of other employees or undertake any other work in an establishment and who has—

(a) served an apprenticeship in accordance with the requirements of the Apprenticeship Act, 1944, and in terms of the prescriptions and conditions of apprenticeship in the retail meat trade; or

(b) has successfully served a training course for trainee meat cutting technicians in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 734 of 18 April 1975, and/or passed a trade test as prescribed by the Council;

"motor vehicle driver" means an employee engaged in driving a motor vehicle except as otherwise provided in paragraph (c) of the definition of a "labourer" for the purpose of collecting or delivering meat and/or other goods and, for the purpose of this definition, includes all periods of driving and any time spent by the driver on work connected with the vehicle or the load, and all periods during which he is obliged to remain at his post in readiness to drive;

"preparation assistant" means an employee who is a major and who under the direction and control of a meat cutting technician converts carcasses or parts of carcasses into portions for sale to customers and who may in addition make sausages, boerewors, mincemeat or bone and roll meat and may also serve Non-White customers;

"slagterassistent" 'n werknemer, uitgesonderd 'n leerlingvleissny-technikus, wat onder toesig van 'n vleissnytechnikus of 'n werkgewer wat werklik die werk van 'n vleissnytechnikus doen beeskwaarte, karkasse van skape, lammers, varke en kalwers verdeel slegs in die besondere stukke waaruit dit bestaan, maar wat nie toegelaat moet word om die gereedskap van die bedryf verder daarop te gebruik nie, uitgesonderd om wors en beenvleis en rolvleis te maak en wat daarbenewens die pligte van 'n arbeider kan uitvoer;

"kassier en assistent-boekhouer" 'n werknemer in 'n bedryfsinrigting wie se pligte beperk is tot die neem van kontant vir goedere gekoop, die opskryf van bestellings van klante en/of die verlening van hulp aan die boekhouer op sy of haar bevel;

"los werknemer" 'n werknemer wat hoogstens drie dae in 'n week werk;

"opsnyer" 'n werknemer wat vleiskarkasse of dele van karkasse in verskillende stukke opsný sodat dit apart toegedraai kan word voordat sodanige apart toegedraaide stukke verkoop word;

"Raad" die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), geregistreer ingevolge artikel 19 van die Wet;

"bedryfsinrigting" 'n perseel wat gebruik word vir die doeleindes van die Kleinhandelvleisbedryf soos omskryf, en dit omvat dié gedeelte van die perseel van 'n verskeidenheidswinkel waarin die Kleinhandelvleisbedryf, soos omskryf, uitgeoefen word;

"perdevleisbedryfsinrigting" 'n bedryfsinrigting waarop of waaruit perde-, donkie- of muilvleis verkoop word;

"arbeider" 'n werknemer wat uitsluitlik een of meer van die volgende werksaamhede verrig:

(a) Persele, voertuie, lewende diere, gerei, gereedskap of masjinerie skoonmaak;

(b) goedere, vleis of pluimvee in voertuie laai of daarvan aflaa;

(c) briewe, boodskappe of goedere te voet of per fiets, driewiel, voet- of handvoertuig, met inbegrip van 'n meganiese aangedrewe fiets of driewiel met 'n enjinkapasiteit van minder as 50 cm³, aflewer of vervoer;

(d) bestellings neem en geld invorder van klante buite die bedryfsinrigting;

(e) sopvleis met die hand opsaag;

(f) bene skoonmaak en stukkend kap;

(g) vet vir kookvet opsný en smelt;

(h) gereedskap skoon- en skerpmaak;

(i) pluimvee pluk en skoonmaak;

(j) vleis pomp;

(k) vleis maal en opsný om gemaal te word en om wors en boerewors te maak;

(l) wild en kalwers afslag en skoonmaak;

(m) tee of soortgelyke drankie maak;

(n) die werksaamhede in klousule 26 genoem, indien aangewys om sodanige werk ooreenkomstig sodanige klousule in ooreenstemming met die vereistes daarvan te verrig;

"arbeider vrou," 'n vroulike werknemer wat uitsluitlik tee of soortgelyke drankie maak en/of persele of gerei skoonmaak en/of was- en strykwerk doen;

"massa- en/of prysbepaler" 'n werknemer wat stukke vleis wat apart toegedraai is, massameet en pryse daarvoor bepaal voordat sodanige stukke toegedraaide vleis verkoop word;

"vleissnytechnikus" 'n werknemer, met inbegrip van 'n opsnýer of leerlingwinkeltreureur, wat vleis opsný en/of klante bedien in 'n bedryfsinrigting en wat daarbenewens toesig mag hou oor die werk van ander werknemers of enige ander werk in 'n bedryfsinrigting mag onderneem en wat—

(a) 'n vakleerlingskap voltooi het ingevolge die vereistes van die Wet op Vakleerlinge, 1944 en ooreenkomstig die voorskrifte en voorwaardes van vakleerlingskap in die Kleinhandelvleisbedryf; of

(b) 'n opleidingskursus vir leerlingvleissnytechnici ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkoms, gepubliseer by Goewermentskennisgewing R. 734 van 18 April 1975, suksesvol voltooi het en/of geslaag het in 'n ambagstoets soos deur die Raad voorgeskryf;

"motorvoertuigdrywer" 'n werknemer wat motorvoertuie dryf, uitgesonderd soos anders in paragraaf (c) van die woordomskrywing van die woord "arbeider" bepaal, met die doel om vleis en/of ander goedere bymekaar te maak of af te lewer, en by die toepassing van hierdie woordomskrywing omvat dit alle tydperke waarin daar gedryf word en alle tyd wat deur die drywer bestee word aan werk in verband met die voertuig of die vrag, en alle tydperke waarin hy verplig is om op sy pos te bly, gereed om te dryf;

"bereidingsassistent" 'n werknemer wat meerderjarig is en wat karkasse of dele van karkasse onder die voorligting en beheer van 'n vleissnytechnikus in dele opsný vir verkoop aan klante en wat daarbenewens wors, boerewors en maalvleis kan maak, vleis ontbeen en vleisrolle kan maak en ook Nie-Blanke klante kan bedien;

"Retail Meat Trade" or "Trade" means the trade in which employers and employees are associated for the purpose of the retail sale of meat, including all operations incidental thereto, but, excluding—

(a) the sale of meat in butcheries connected with eating-houses in respect of which there is displayed in terms of section 5 (1) of the Shop Hours Ordinance, No. 5 of 1923 (Transvaal), as amended, a notice, Bantu Shop/Bantowinkel, of the content and description contained in regulation 3, as amended, under the said Ordinance;

(b) the sale of meat in eating-houses in respect of which a licence duty, prescribed in item 9 of Part 1 of the Second Schedule to the Licences Consolidation Act, No. 32 of 1925, is payable; or

(c) the sale of meat in shops and/or eating-houses situated upon stands granted for business purposes under the provisions of the Precious Metals and Base Metals Act, No. 35 of 1908 (Transvaal), and prior Gold Laws; or

(d) the sale of meat in shops and/or eating-houses situated upon trading stands or trading sites as defined in the Trading on Mining Ground Regulation Act, No. 13 of 1910 (Transvaal);

"Secretary" means the Secretary of the Industrial Council for the Retail Meat Trade (Witwatersrand);

"shop controller" means an employee who performs the work of a meat cutting technician and who in addition supervises the work of other employees in an establishment, and who has successfully completed the training course by passing the examinations in relation thereto for trainee shop controllers in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 734 of 18 April 1975, or who prior to 17 December 1973 performed the said duties without having completed the aforesaid training course;

"supervisor" means an employee who is a shop controller and who exercises control over employees in a number of establishments of an employer and who is responsible to such employer for the efficient operation of such establishments; and who may in addition perform any work in any such establishment provided he is qualified to do so; and shall include an employee who, prior to 17 December 1973, performed the said duties, but who was not a shop controller;

"trainee meat cutting technician" means an employee who is undergoing a training course for trainee meat cutting technicians in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 734 of 18 April 1975, and who may perform the duties of a meat cutting technician;

"trainee shop controller" means an employee who is undergoing a training course for trainee shop controllers in terms of the Council's Training Scheme and Fund Agreement, published under Government Notice R. 734 of 18 April 1975, and who may assist a shop controller in the performance of his duties;

"wage" means the amount of money payable to an employee in terms of clause 4 (1) in respect of his ordinary hours of work as prescribed in clause 7: Provided that if an employer regularly pays an employee in respect of such ordinary hours of work an amount higher than that prescribed in clause 4 (1) it means such higher amount;

"wrapper and/or packer" means an employee who packs and wraps meat in packages for the purpose of self-service sales and/or stocks self-service display units.

4. REMUNERATION

(1) No employer shall pay and no employee shall accept wages lower than the following:

	R
Meat cutting technician.....	60,00 per week
Meat cutting technician in horse meat establishment.....	35,00 per week
Bookkeeper—	
male.....	200,00 per month
female.....	150,00 per month
Butcher's assistant.....	20,00 per week
Cashier and assistant bookkeeper.....	100,00 per month
Casual meat cutting technician.....	12,00 per day or part of day
Cutter.....	60,00 per week
Driver of motor vehicle, the unladen mass of which, together with the unladen mass of any trailers drawn by such vehicle—	
(i) does not exceed 1 500 kg.....	25,00 per week
(ii) exceeds 1 500 kg.....	30,00 per week
Shop controller.....	90,00 per week

"Kleinhandelvleisbedryf" of "Bedryf" die bedryf waarin werkgewers en werknemers met mekaar geassosieer is met die doel om vleis in die kleinhandel te verkoop, met inbegrip van alle werksaamhede wat daaruit voortspuit, maar uitgesonderd—

(a) die verkoop van vleis in slaghuise verbonde aan eethuise ten opsigte waarvan daar, ooreenkomstig artikel 5 (1) van die Winkelure Ordonnansie, Ordonnansie 5 van 1923 (Transvaal), soos gewysig, 'n kennisgewing vertoon word, Bantu Shop/Bantowinkel, waarvan die inhoud en beskrywing dieselfde is as dié omvat in regulasie 3, soos gewysig, kragtens genoemde Ordonnansie;

(b) die verkoop van vleis in eethuise ten opsigte waarvan 'n lisensiebelasting, voorgeskryf in item 9 van Deel 1 van die Tweede Bylae van die Licenties Konsolidasie Wet, Wet 32 van 1925, betaalbaar is; of

(c) die verkoop van vleis in winkels en/of eethuise geleë op persele wat vir sakedoeleindes kragtens die Precious Metals and Base Metals Act, Wet 35 van 1908 (Transvaal), en vorige "Goudwette" toegestaan is; of

(d) die verkoop van vleis in winkels en/of eethuise geleë op handelspersele of handelstandplase soos omskryf in die Trading on Mining Ground Regulation Act, Wet 13 van 1910 (Transvaal);

"Sekretaris" die Sekretaris van die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand);

"winkelkontroleur" 'n werknemer wat die werk van 'n vleissnytegnikus verrig en daarbenewens toesig hou oor die werk van ander werknemers in 'n bedryfsinrigting, en wat die opleidingskursus suksesvol voltooi het deur te slaag in die eksamens in verband daarmee vir leerlingwinkelkontroleurs ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkomste, gepubliseer by Goewermentskennisgewing R. 734 van 18 April 1975, of wat voor 17 Desember 1973 genoemde pligte uitgevoer het sonder dat hy voornoemde opleidingskursus voltooi het;

"toesighouer" 'n werknemer wat 'n winkelkontroleur is en wat beheer uitoefen oor werknemers in 'n aantal bedryfsinrigtings van 'n werkgewer en wat aan sodanige werkgewer verantwoordelik is vir die doeltreffende werking van sodanige bedryfsinrigting; en wat daarbenewens enige werk in enige sodanige bedryfsinrigting kan doen mits hy daarvoor gekwalifiseer is, en omvat dit 'n werknemer wat voor 17 Desember 1973 genoemde pligte uitgevoer het maar wat nie 'n winkelkontroleur was nie;

"leerlingvleissnytegnikus" 'n werknemer wat 'n opleidingskursus vir leerlingvleissnytegnici ondergaan ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkomste, gepubliseer by Goewermentskennisgewing R. 734 van 18 April 1975, en wat die pligte van 'n vleissnytegnikus mag uitvoer;

"leerlingwinkelkontroleur" 'n werknemer wat 'n opleidingskursus vir leerlingwinkelkontroleurs ondergaan ooreenkomstig die Raad se Opleidingskema- en Opleidingsfondsooreenkomste, gepubliseer by Goewermentskennisgewing R. 734 van 18 April 1975, en wat 'n winkelkontroleur kan help by die uitvoering van sy pligte;

"loon" die bedrag geld wat ingevolge klousule 4 (1) ten opsigte van 'n werknemer se gewone werkure soos in klousule 7 voorgeskryf, aan hom betaalbaar is: Met dien verstande dat indien 'n werkgewer 'n werknemer ten opsigte van sodanige gewone werkure gereeld 'n hoër bedrag betaal as dié in klousule 4 (1) voorgeskryf, dit sodanige hoër bedrag beteken;

"toedraaier en/of verpakker" 'n werknemer wat vleis in pakkies verpak en toedraai vir selfbedienverkope en/of selfbedien-uitstaleenhede van voorraad voorsien.

4. BESOLDIGING

(1) Geen laer lone as die volgende mag deur 'n werkgewer betaal of deur 'n werknemer aangeneem word nie:

	R
Vleissnytegnikus.....	60,00 per week
Vleissnytegnikus in 'n perdevleisbedryfsinrigting.....	35,00 per week
Boekhouer—	
man.....	200,00 per maand
vrou.....	150,00 per maand
Slagtersassistent.....	20,00 per week
Kassier en assistent-boekhouer.....	100,00 per maand
Los vleissnytegnikus.....	12,00 per dag of gedeelte van 'n dag
Opsnyer.....	60,00 per week
Drywer van 'n motorvoertuig waarvan die onbelaste massa, tesame met die onbelaste massa van enige sleepwaens wat deur sodanige voertuig getrek word—	
(a) hoogstens 1 500 kg is.....	25,00 per week
(b) meer as 1 500 kg is.....	30,00 per week
Winkelkontroleur.....	90,00 per week

Labourer, male—	R
under 18 years of age.....	14,70 per week
18 years of age and over—	
during the first year of operation of Agreement.....	15,00 per week
during the second year of operation of Agreement.....	16,50 per week
during the third year of operation of Agreement.....	18,00 per week
Labourer, female.....	14,70 per week
Preparation assistant.....	30,00 per week
Trainee meat cutting technician.....	35,00 per week
Supervisor.....	90,00 per week
Mass-measurer and/or pricer.....	100,00 per month
Wrapper and/or packer—	
during the first year of operation of Agreement.....	15,00 per week
during the second year of operation of Agreement.....	16,50 per week
during the third year of operation of Agreement.....	18,00 per week

Casual employee other than a casual meat cutting technician:

The minimum rate at which remuneration shall be paid by an employer for each day or part of a day of employment shall be as follows: In the case of all employees, other than a casual meat cutting technician, one-fifth of the weekly wage prescribed for an employee performing the same class of work as the casual employee is required to perform.

(2) *Differential rates.*—An employer, who requires or permits a member of one class of his employees to perform for longer than one hour in the aggregate on any one day, either in addition to his own work or in substitution therefor, work of another class for which a wage higher than that of his own class is prescribed in subclause (1), shall pay to such employee in respect of that day, not less than one-sixth of the higher weekly wage prescribed in subclause (1): Provided that where the difference between classes is, in terms of subclause (1), based on experience, sex or age, the provisions of this subclause shall not apply.

(3) *Basis of contract.*—Every employee shall be deemed to be a weekly employee unless he falls within the definition "casual employee" and shall be paid not less than the full weekly wage prescribed in subclause (1) for an employee of his class, subject to the provisions of subclause (2) of this clause and of clause 5 (4), whether he has worked full time or less, and shall be subject to the other conditions (in so far as they may be applicable) prescribed for such an employee.

(4) *Calculation of wages.*—For the purposes of calculating an employee's wage, other than a casual employee—

(a) the hourly wage of an employee shall be his weekly wage divided by the number of ordinary working hours prescribed for such employee in clause 7;

(b) the monthly wage of an employee shall be four and one-third times his weekly wage;

(c) the weekly wage of an employee shall be his monthly wage divided by four and one-third;

(d) the daily wage of an employee shall be his weekly wage divided by six.

5. PAYMENT OF REMUNERATION

(1) Wages and payment for overtime rates shall be paid in full in cash weekly on Saturdays to employees for whom wages are prescribed on a weekly basis, or not later than the last day of each month for employees for whom wages are prescribed on a monthly basis, or on the termination of employment in the case of casual employees or other employees, if this should take place before the ordinary pay-day of such employees, and shall be contained in an envelope or other container accompanied by a statement showing the employer's and employee's name; the employee's number, if any; occupation; and total hours worked; the remuneration due in respect of ordinary time and overtime; amounts deducted and the period in respect of which payment is made. It shall be incumbent upon employers to require employees to execute a receipt for the remuneration accepted by an employee.

(2) Save as provided in the Bantu (Urban Areas) Consolidation Act, 1945, or in the Bantu Labour Act, 1964, no employee shall be required as part of his contract of employment to board and/or lodge with his employer or at any place nominated by him.

(3) An employer shall not require his employee to purchase any good from him or from any shop, place of person nominated by him.

Arbeider, man—	R
onder 18 jaar.....	14,70 per week
18 jaar en ouer—	
gedurende die eerste jaar nadat Ooreenkoms bindend word.....	15,00 per week
gedurende die tweede jaar nadat Ooreenkoms bindend word.....	16,50 per week
gedurende die derde jaar nadat Ooreenkoms bindend word.....	18,00 per week
Arbeider, vrou.....	14,70 per week
Bereidingsassistent.....	30,00 per week
Leerlingvleissnytegnikus.....	35,00 per week
Toesighouer.....	90,00 per week
Massa- en/of prysbepaler.....	100,00 per maand
Toedraaier en/of verpakker—	
gedurende die eerste jaar nadat Ooreenkoms bindend word.....	15,00 per week
gedurende die tweede jaar nadat Ooreenkoms bindend word.....	16,50 per week
gedurende die derde jaar nadat Ooreenkoms bindend word.....	18,00 per week

Los werknemer, uitgesonderd 'n los vleissnytegnikus:

Die minimum loon wat 'n werkgewer vir elke dag diens of gedeelte van 'n dag diens moet betaal, is soos volg: In die geval van alle werknemers, uitgesonderd 'n los vleissnytegnikus, een-vyfde van die weekloon voorgeskryf vir 'n werknemer wat dieselfde klas werk verrig wat van 'n los werknemer vereis word.

(2) *Differensiële lone.*—'n Werkgewer wat van 'n lid van een klas van sy werknemers vereis of hom toelaat om op 'n bepaalde dag, hetsy bo en behalwe sy eie werk of in plaas daarvan, altesame meer as een uur se werk van 'n ander klas te verrig, waarvoor 'n hoër loon as dié vir sy eie klas in subklousule (1) voorgeskryf word, moet dié werknemer op daardie dag minstens een-sesde betaal van die hoogste weekloon in subklousule (1) voorgeskryf: Met dien verstande dat as die enigste onderskeid tussen klasse kragtens subklousule (1) op ondervinding geslag of ouderdom gebaseer is, hierdie subklousule nie van toepassing is nie.

(3) *Kontrakbasis.*—Elke werknemer moet as 'n weeklikse werknemer beskou word, tensy hy binne die omskrywing "los werknemer" val en moet minstens die volle weekloon voorgeskryf in subklousule (1) vir 'n werknemer van sy klas, betaal word, behoudens subklousule (2) van hierdie klousule en klousule 5 (4), hetsy hy die volle tyd of minder gewerk het, en hy is onderworpe aan die ander voorwaardes (vir sover hulle van toepassing is) wat vir sodanige werknemer voorgeskryf word.

(4) *Berekening van lone.*—Ten einde 'n werknemer, uitgesonderd 'n los werknemer, se loon te bereken—

(a) is die uurloon van 'n werknemer sy weekloon gedeel deur die getal gewone werkure wat vir sodanige werknemer by klousule 7 voorgeskryf word;

(b) is die maandloon van 'n werknemer vier en een-derde maal sy weekloon;

(c) is die weekloon van 'n werknemer sy maandloon gedeel deur vier en een-derde;

(d) is die dagloon van 'n werknemer sy weekloon gedeel deur ses.

5. BETALING VAN BESOLDIGING

(1) Lone en oortydbesoldiging moet weekliks ten volle op Saterdag betaal word aan werknemers vir wie lone op 'n weeklikse grondslag voorgeskryf word, of voor of op die laaste dag van elke maand vir werknemers vir wie lone op 'n maandelikse basis voorgeskryf word, of by diensbeëindiging in die geval van los werknemers of ander werknemers as dit vóór die gewone betaaldag van sodanige werknemers plaasvind, en moet in 'n koevert of ander houer geplaas word wat vergesel gaan van 'n staat met die werkgewer en die werknemer se naam; die werknemer se nommer, as daar een is; beroep; totale ure gewerk; die besoldiging verskuldig ten opsigte van gewone tyd en oortyd; bedrae afgetrek en die tydperk ten opsigte waarvan betaling gedoen is. Dit is die werkgewers se plig om van werknemers te vereis om 'n kwitansie uit te skryf vir die besoldiging wat deur dié werknemer ontvang is.

(2) Behalwe soos bepaal in die Bantoe (Stadsgebiede) Konsolidasiewet, 1945, of in die Wet op Bantoe-arbeid, 1964, mag daar van geen werknemer vereis word om as deel van sy dienskontrak kos en/of inwoning by sy werkgewer of by enige plek wat deur sy werkgewer aangewys word, aan te neem nie.

(3) 'n Werkgewer mag nie van sy werknemer vereis om enige goedere van hom of van enige winkel, plek of persoon wat hy aanwys, te koop nie.

(4) No fines or deductions of any kind shall be made from amounts due to any employee, other than the following:

(a) When an employee is away or absents himself without permission from work, a pro rata amount for the period of such absence;

(b) contributions to the Council funds in terms of clause 12, and sick benefit contributions in terms of clause 9;

(c) trade union subscriptions in terms of clause 14 (3);

(d) any amount which an employer is legally or in terms of an order of any competent court required or permitted to make;

(e) deductions in terms of proviso (iii) of clause 25 (1) (b);

(f) whenever an employee agrees, or is required in terms of the Acts referred to in subclause (2) to accept board and/or lodging from his employer, a deduction not exceeding the amount specified hereunder:

	Per week	Per month
Board.....	R 1,25	5,41
Lodging.....	0,75	3,25
Board and lodging.....	2,00	8,67

(g) any amount which is owing to the employer by the employee: Provided that such deduction shall not exceed one-third of the employee's wage.

6. HOURS OF BUSINESS

No employer shall open or permit to be open any establishment for the purpose of trading or the sale or supply of goods therefrom or permit any employee to sell or supply goods in or from such establishment, other than between the hours of—

6 a.m. and 6 p.m. on Mondays to Fridays;

6 a.m. and 1 p.m. on Saturdays.

7. HOURS OF WORK AND OVERTIME

(1) *Ordinary hours of work.*—The ordinary hours of work of an employee shall not exceed—

(a) forty-six hours per week;

(b) ten hours on a Friday;

eight hours on a Saturday;

eight hours on three days from Monday to Thursday (both days included) and six hours on one day from Monday to Thursday (both days included).

(2) (a) *Starting and finishing times.*—An employee shall not be required to work and he shall not agree to work—

(i) after 12 noon on one day between Monday to Thursday (both days included) and such day shall be as selected by the employer;

(ii) before 5 a.m. on Mondays to Saturdays (inclusive);

(iii) on a Sunday or public holiday;

(iv) for a continuous period of more than five hours without an uninterrupted interval of at least one hour on all working days except Saturdays and the day on which the employee is not required to work after 12 noon: Provided that for the purposes of this paragraph periods of work interrupted by an interval of less than one hour shall be deemed to be continuous. An employer shall afford an employee reasonable opportunity to partake of refreshments on a Saturday and the day he is not required to work after 12 noon.

(b) Save as provided in subparagraph (iv) hereof, all hours of work of an employee on any day shall be consecutive.

(3) *Cleaning of premises.*—Employees may work an additional one half hour per day on each work day per week, viz. Monday to Saturday (both days included) for the purpose of cleaning premises and equipment and such time shall not be regarded as ordinary hours of work.

(4) *Overtime, limitation of overtime and payment for overtime.*—(a) All time worked by an employee in excess of 46 hours in any week or in excess of the hours prescribed in subclauses (1) and (3) as the case may be, shall be deemed to be overtime.

(b) An employer shall not permit or require an employee to work overtime for more than—

(i) three hours on any day;

(ii) ten hours in any week.

(c) Notwithstanding anything to the contrary contained in this subclause an employer shall not permit or require a female employee to work—

(i) between 6 p.m. and 6 a.m.;

(ii) after 1 p.m. on more than five days per week;

(iii) overtime of more than two hours on any day;

(iv) overtime on more than three consecutive days in any week;

(4) 'n Werknemer mag geen boetes hoegenaamd opgelê word nie en geen bedrae hoegenaamd, uitgesonderd die volgende, mag van bedrae aan hom verskuldig, afgetrek word nie:

(a) Wanneer 'n werknemer sonder toestemming van die werk weg, 'n bedrag eweredig aan die tydperk van sodanige afwesigheid;

(b) bydraes tot die fondse van die Raad ingevolge klousule 12 en bydraes vir siektebystand ingevolge klousule 9;

(c) bydraes tot die vakvereniging ingevolge klousule 14 (3);

(d) enige bedrag wat 'n werkgever regens of op bevel van 'n bevoegde hof moet of mag aftrek;

(e) bedrae ingevolge voorbehoudsbepaling (iii) van klousule 25 (1) (b);

(f) wanneer 'n werknemer instem, of ingevolge die wette wat in suklousule (2) gemeld word, verplig word om kos en/of inwoning van sy werkgever te aanvaar, 'n bedrag hoogstens gelyk aan dié wat hieronder aangegee word:

	Per week	Per maand
Kos.....	R 1,25	5,41
Inwoning.....	0,75	3,25
Kos en inwoning.....	2,00	8,67

(g) enige bedrag wat die werkgever aan die werknemer verskuldig is: Met dien verstande dat so 'n bedrag hoogstens een derde van die werknemer se loon mag uitmaak.

6. BESIGHEIDSURE

Geen werkgever mag 'n bedryfsinrigting oopmaak of toelaat dat 'n bedryfsinrigting oopgemaak word met die doel om daaruit handel te drijf of goedere te verkoop of te verskaf of toelaat dat enige werknemer goedere in of vanuit 'n bedryfsinrigting verkoop of verskaf nie, behalwe gedurende die volgende ure:

6 vm. en 6 nm. op Maandae tot Vrydae;

6 vm. en 1 nm. op Saterdag.

7. WERKURE EN OORTYDWERK

(1) *Gewone werkure.*—Die gewone werkure van 'n werknemer is hoogstens—

(a) ses-en-veertig per week;

(b) tien uur op 'n Vrydag;

aght uur op 'n Saterdag;

aght uur op drie dae van Maandag tot en met Donderdag en ses uur op een dag van Maandag tot en met Donderdag.

(2) (a) *Aanvangs- en uitskeitye.*—Daar mag nie van 'n werknemer vereis word en hy moet nie inwillig om soos volg te werk nie:

(i) Na 12-uur middag op een dag tussen Maandag en Donderdag (albei dae inbegrepe) en sodanige dag moet deur die werkgever gekies word;

(ii) voor 5-uur vm. op Maandae tot en met Saterdag;

(iii) op 'n Sondag of openbare vakansiedag;

(iv) vir 'n aaneenlopende tydperk van meer as vyf uur sonder 'n ononderbroke pouse van minstens een uur op alle werkdae behalwe Saterdag en die dag waarop daar nie van 'n werknemer vereis word om na 12-uur middag te werk nie: Met dien verstande dat, vir die toepassing van hierdie paragraaf, werkdag word, geag moet word aaneenlopend te wees. 'n Werkgever moet 'n werknemer redelike geleentheid verskaf om verversings te nuttig op 'n Saterdag en die dag waarop daar nie van hom vereis word om na 12-uur middag te werk nie.

(b) Behoudens subparagraaf (iv) hiervan, moet alle werkure van 'n werknemer op 'n bepaalde dag agtereenvolgend wees.

(3) *Skoonmaak van persele.*—Werknemers mag 'n addisionele halfuur per dag op elke werkdag van die week, d.w.s. Maandag tot en met Saterdag, werk om persele en uitrusting skoon te maak, en sodanige tyd moet nie as gewone werkure beskou word nie.

(4) *Oortydwerk, beperking van oortydwerk en besoldiging vir oortydwerk.*—(a) Alle tyd wat 'n werknemer langer werk as 46 uur per week of langer as die ure voorgeskryf in subklousules (1) en (3) hiervan, na gelang van die geval, moet geag word oortydwerk te wees.

(b) 'n Werkgever moet 'n werknemer nie toelaat of van hom vereis om langer oortydwerk te verrig nie as—

(i) drie uur op 'n bepaalde dag;

(ii) tien uur in 'n bepaalde week.

(c) Ondanks andersluidende bepalings in hierdie subklousule, mag 'n werkgever 'n vroulike werknemer nie toelaat of van haar vereis om—

(i) tussen 6 nm. en 6 vm. te werk nie;

(ii) na 1 nm. op meer as vyf dae in 'n week te werk nie;

(iii) langer as twee uur op 'n bepaalde dag oortydwerk te verrig nie;

(iv) op meer as drie agtereenvolgende dae in 'n bepaalde week oortydwerk te verrig nie;

- (v) overtime on more than 60 days in any year;
- (vi) overtime after the completion of her ordinary hours of work for more than one hour on any day unless he has—
- (aa) before midday given notice thereof to such employee;
- (ab) provided such employee with an adequate meal and allowed her sufficient time to have it before she has to commence overtime; or
- (ac) paid such an employee not less than 25c in sufficient time to enable her to obtain and have a meal before overtime is due to commence;
- (d) An employer shall pay an employee who works overtime at a rate of not less than one and a half times his hourly wage in respect of each hour or part of an hour so worked.

(5) *Employment with other employers.*—No employee in regular employment with an employer in the Retail Meat Trade shall be permitted to work for a second employer in the Trade and/or in any other trade within or outside the hours he is called upon to work in terms of this clause for his employer, without the written permission of the Council.

(6) *Time sheets and attendance registers.*—(a) Every employer shall exhibit in a conspicuous place within his establishment every Monday morning, or the next day if the Monday is a public holiday, a time sheet showing the time to be worked daily by every employee during that week and shall keep such time sheet continuously exhibited during this period: Provided that if the hours of work of an employee or employees are not changed from week to week the time sheet shall be endorsed and signed by the employer "for the week commencing—and until further notice": Provided further that when the hours of work of an employee are changed, a fresh time sheet shall be prepared.

(b) Every employee, other than a preparation assistant, motor vehicle driver, butchers assistant, wrapper and/or packer or a labourer, shall each day enter into an attendance register, which his employer shall provide, and which shall be kept on the premises at all times, the time he starts work and the time he finally ceases work for the day, together with particulars as to the time he ceases work in terms of this agreement, and the time he resumes work thereafter, and the commencing and finishing times of any other period during the day during which he was not working. Every employee shall make every entry upon commencing work, ceasing work and resuming work for meal breaks and ceasing work for the day at the time of the occurrence.

(7) The provisions of this clause shall not apply to an employee who is exempted in terms of section 54 (1) of the Factories, Machinery and Building Work Act, No. 22 of 1941, as amended, from the provisions of sections 9, 19 and 20 of the said Act.

8. ANNUAL LEAVE

(1) (a) Every employee, other than an employee referred to in paragraph (b) or (c) of this subclause, shall be given for each completed year of his service with the same employer two consecutive weeks' leave of absence on full pay.

(b) An employee who has completed two or more consecutive years' employment with the same employer, or in the same establishment, calculated from the date of commencement of such employment, shall qualify for three consecutive weeks annual leave of absence on full pay on the completion of such two consecutive years of employment and shall thereafter continue to qualify for such period of three weeks leave of absence on the completion of each subsequent year of consecutive employment with the said employer or in the said establishment: Provided that where the employee concerned has been employed by any group of companies or partnerships in which there is a director/directors or partners who are directors or partners in each of the said companies or partnerships, the Council may direct that such employment be deemed to be employment with a single employer.

(c) An employee who has completed 10 or more consecutive years' employment with the same employer, or in the same establishment, calculated from the date of commencement of such employment, shall qualify for four consecutive weeks annual leave of absence on full pay on the completion of such 10 consecutive years of employment and shall thereafter continue to qualify for such period of four weeks leave of absence on completion of each subsequent year of consecutive employment with the said employer or in the said establishment. The proviso to paragraph (b) of this subclause shall apply *mutatis mutandis* in respect of this paragraph.

(d) Such leave of absence, in terms of this subclause, shall commence to be applicable in the case of employees who qualify therefor as from the date such qualifying period of employment is completed, or in the case of an employee who has already

(v) op meer as 60 dae in 'n bepaalde jaar oortydwerk te verrig nie;

(vi) na voltooiing van haar gewone werkure langer as een uur op 'n bepaalde dag oortydwerk te verrig nie, tensy hy—

(aa) sodanige werknemer voor die middag kennis daarvan geege het;

(ab) sodanige werknemer van 'n toereikende ete voorsien en haar genoeg tyd gelaat het om dit te nuttig voordat sy met die oortydwerk moet begin; of

(ac) sodanige werknemer minstens 25c betyds betaal het om haar in staat te stel om 'n ete te verkry en te nuttig voordat sy met die oortydwerk moet begin.

(d) 'n Werkgever moet 'n werknemer wat oortyd werk, betaal teen minstens een en 'n half maal sy uurloon ten opsigte van elke uur of gedeelte van 'n uur wat hy aldus gewerk het.

(5) *Diens by ander werkgevers.*—Geen werknemer in vaste diens by 'n werkgever in die kleinhandelvleisbedryf moet toegelaat word om sonder die skriftelike toestemming van die Raad vir 'n tweede werkgever in die Bedryf en/of in 'n ander bedryf binne of buite die ure te werk wanneer van hom verwag word om ingevolge hierdie klousule vir sy werkgever te werk nie.

(6) *Tydstate en bywoningsregisters.*—(a) Elke werkgever moet op 'n opvallende plek in sy bedryfsinrigting elke Maandagoggend, of op die volgende dag as Maandag 'n openbare vakansiedag is, 'n tydstaat opplak wat die tyd aangee wat elke werknemer gedurende daardie week daaglik moet werk, en hy moet die tydstaat gedurig gedurende daardie tydperk opgeplak hou: Met dien verstande dat indien die werkure van 'n werknemer of werknemers nie van week tot week verander word nie, die tydstaat deur die werkgever geëndosseer en geteken word "vir die week wat op . . . begin en tot verdere kennisgewing": Voorts met dien verstande dat wanneer die werkure van 'n werknemer verander word, 'n nuwe tydstaat opgestel moet word.

(b) Elke werknemer, uitgesonderd 'n bereidingsassistent, motorvoertuigdrywer, slagtersassistent, toedraaier en/of verpakker of 'n arbeider, moet elke dag in 'n bywoningsregister, wat sy werkgever moet verskaf, en wat altyd op die perseel gehou moet word, aantekene hoe laat hy begin werk en hoe laat hy vir dié dag uiteindelik ophou werk, tesame met besonderhede wat betref die tyd wat hy ophou werk kragtens hierdie Ooreenkoms, en hoe laat hy daarna begin werk, en die begintyd en einde van enige ander tydperk wat hy gedurende die dag nie in diens was nie. Elke werknemer moet elke sodanige inskrywings in die bywoningsregister doen wanneer hy met sy werk begin, wanneer hy vir etensposse ophou werk en wanneer hy daarna weer begin werk en wanneer hy vir die dag ophou werk, en wel op die tydstop wanneer dit plaasvind.

(7) Hierdie klousule is nie van toepassing op 'n werknemer wat ingevolge artikel 54 (1) van die Wet op Fabriek, Masjinerie en Bouwerk, Wet 22 van 1941, soos gewysig, van die bepalings van artikels 9, 12 en 20 van genoemde Wet vrygestel is nie.

8. JAARLIKSE VERLOF

(1) (a) Elke werknemer, uitgesonderd 'n werknemer in paragraaf (b) of (c) van hierdie subklousule bedoel, moet vir elke voltooide jaar van sy diens by dieselfde werkgever twee agtereenvolgende weke vakansieverlof met volle besoldiging toegestaan word.

(b) 'n Werknemer wat twee of meer agtereenvolgende jare diens voltooi het by dieselfde werkgever of in dieselfde bedryfsinrigting, bereken vanaf die aanvangsdatum van sodanige diens, kwalifiseer vir drie agtereenvolgende weke jaarlikse verlof met volle besoldiging by die voltooiing van sodanige twee agtereenvolgende jare diens en is daarna geregtig op sodanige tydperk van drie weke verlof by voltooiing van elke daaropvolgende jaar aanenlopende diens by genoemde werkgever of in genoemde bedryfsinrigting: Met dien verstande dat, waar die betrokke werknemer in diens was van enige groep maatskappye of vennootskappe waarin daar 'n direkteur/direkteurs of vennote is wat direkteurs of vennote in elk van genoemde maatskappye of vennootskappe is, die Raad kan bepaal dat sodanige diens as diens by 'n enkele werkgever geag word.

(c) 'n Werknemer wat 10 of meer agtereenvolgende jare diens voltooi het, by dieselfde werkgever of in dieselfde bedryfsinrigting, bereken vanaf die aanvangsdatum van sodanige diens, kwalifiseer vir vier agtereenvolgende weke jaarlikse verlof met volle besoldiging by voltooiing van sodanige 10 agtereenvolgende jare diens en is daarna geregtig op sodanige tydperk van vier weke verlof by voltooiing van elke daaropvolgende jaar aanenlopende diens by genoemde werkgever of in genoemde bedryfsinrigting. Die voorbehoudsbepaling van paragraaf (b) van hierdie subklousule is *mutatis mutandis* van toepassing ten opsigte van hierdie paragraaf.

(d) Sodanige verlof ooreenkomstig hierdie subklousule word, in die geval van werknemers wat daarvoor kwalifiseer, van toepassing vanaf die datum waarop sodanige kwalifiserende diens-tydperk voltooi is, of in die geval van 'n werknemer wat alreeds

completed such qualifying period of employment, on the completion of a completed year of employment calculated from the date the employee's last annual leave had accrued to him prior to the date of commencement of this Agreement: Provided that if a public holiday occurs while an employee is on leave, such holiday shall be added to the said period as a further period of leave on full pay. The employer shall fix the time when such leave shall be taken, but if the employer shall not have granted to the employee this period of leave at an earlier date, such leave shall be given so as to commence within one month after the termination of a year's service. Annual leave shall not run concurrently with any period of military training under the Defence Act, 1957, or with any period of sick leave in terms of clause 9 or 10 of this Agreement or with any period of notice of termination of employment in terms of clause 25.

(2) Upon termination of employment, an employer shall pay to his employee—

(a) full pay in respect of annual leave which has accrued to him at the remuneration the employee was receiving when his leave became due but was not granted before the date of termination of employment; and/or

(b) in the case of an employee referred to in subclause (1) (a) one twenty-fifth of his weekly wage he was receiving immediately before the date of such termination, in respect of each completed week of employment with the employer from the date on which the employee had last completed a year's service in terms of subclause (1) entitling him to annual leave or the date of his engagement when his service is less than 12 months, as the case may be;

(c) in the case of an employee referred to in subclause (1) (b), three forty-ninths of his weekly wage he was receiving immediately before the date of such termination, in respect of each completed week of employment in his third or subsequent year of employment with the same employer or in the same establishment, from the date on which the employee had last completed a year's service in terms of subclause (1) entitling him to annual leave;

(d) in the case of an employee referred to in subclause (1) (c), one twelfth of his weekly wage he was receiving, immediately before the date of such termination, in respect of each completed week of employment in his 10th or subsequent year of employment with the same employer or in the same establishment, from the date on which the employee had last completed a year's service in terms of subclause (1) entitling him to annual leave.

(3) For the purposes of this clause, the expression "employment" shall be deemed to include any period or periods during which an employee is—

- (a) absent on leave in terms of subclause (1); or
- (b) undergoing military training under the Defence Act, 1957;
- (c) absent from work on the instructions or at the request of his employer;
- (d) absent from work owing to illness or accident and employment has not been terminated;

amounting in the aggregate in any year in the case of (a), (c) and (d) to not more than 10 weeks, plus up to four months of any period of military training, undergone in that year, and employment shall be deemed to commence—

(i) in the case of an employee who, in respect of his employment with the same employer in the Retail Meat Trade in the areas referred to in clause 1 (1) (b), had before the coming into operation of this Agreement, become legally entitled to leave from the date on which such employee last became legally entitled to leave;

(ii) in the case of an employee who was in employment with the same employer in the Retail Meat Trade in the areas specified in clause 1 (1) (b), before the date of commencement of this Agreement, but, who had not become legally entitled to leave, from the date on which such employment commenced;

(iii) in the case of any other employee, from the date on which such employee entered his employer's service or from the date of coming into operation of this Agreement, whichever is the later.

(4) Every employer shall notify the Secretary of the Council, in the form of Annexure A, when any of his employees proceed on leave and shall pay to an employee to whom leave is granted in terms of subclause (1) of this clause, his pay in respect of the period of leave not later than the last working day before the commencement of the said period.

(5) No employee while on annual leave shall perform any work in any trade or occupation and no employer shall employ an employee during his annual leave period.

sodanige kwalifiserende dienstydperk voltooi het, by voltooiing van 'n voltooië jaar diens bereken vanaf die datum waarop die werknemer se vorige jaarlikse verlof hom toegeval het vóór die datum van inwerkingtreding van hierdie Ooreenkoms: Met dien verstande dat indien 'n openbare vakansiedag binne die tydperk val wanneer die werknemer met verlof is dié vakansiedag by dieselfde tydperk as 'n verdere verloftydperk met volle besoldiging gevoeg word. Die werkgever moet die tyd bepaal wanneer die verlof geneem moet word, maar indien die werkgever 'n werknemer hierdie verlof nie op 'n vroeër datum verleen het nie, moet die verlof toegestaan word om binne 'n maand na voltooiing van 'n jaar diens te begin. Jaarlikse verlof mag nie met 'n tydperk van militêre opleiding ingevolge die Verdedigingswet, 1957, of met enige tydperk van siekteverlof kragtens klousule 9 of 10 van hierdie Ooreenkoms of met enige diensopseggingstydperk ooreenkomstig klousule 25 van hierdie Ooreenkoms, saamval nie.

(2) By diensbeëindiging moet 'n werkgever aan sy werknemer die volgende betaal:

(a) Volle besoldiging ten opsigte van jaarlikse verlof wat hom toekom teen die besoldiging wat die werknemer ontvang het toe sy verlof moes begin, maar wat nie vóór die datum van diensbeëindiging toegestaan is nie; en/of

(b) in die geval van 'n werknemer in subklousule (1) (a) bedoel, een vyf-en-twintigste van die weekloon wat hy onmiddellik vóór die datum van sodanige diensbeëindiging ontvang het, ten opsigte van elke voltooië week diens by die werkgever vanaf die datum waarop die werknemer laas 'n jaar diens ingevolge subklousule (1) voltooi het wat hom op jaarlikse verlof geregtig maak, of vanaf die datum van sy diensaanvaarding as sy diens minder as 12 maande is, na gelang van die geval;

(c) in die geval van 'n werknemer in subklousule (1) (b) bedoel, drie nege-en-veertigstes van sy weekloon wat hy onmiddellik vóór die datum van sodanige diensbeëindiging ontvang het, ten opsigte van elke voltooië week diens in sy derde of daaropvolgende jaar diens by dieselfde werkgever of in dieselfde bedryfsinrigting, vanaf die datum waarop die werknemer laas 'n jaar diens voltooi het ingevolge subklousule (1) waarkragtens hy op jaarlikse verlof geregtig is;

(d) in die geval van 'n werknemer in subklousule (1) (c) bedoel, een twaalfde van sy weekloon wat hy onmiddellik vóór die datum van sodanige diensbeëindiging ontvang het, ten opsigte van elke voltooië week diens in sy 10de of daaropvolgende jaar diens by dieselfde werkgever of in dieselfde bedryfsinrigting, vanaf die datum waarop die werknemer laas 'n jaar diens voltooi het ingevolge subklousule (1) waarkragtens hy op jaarlikse verlof geregtig is.

(3) By die toepassing van hierdie klousule word die uitdrukking "diens" geag 'n tydperk of tydperke te omvat waarin 'n werknemer—

- (a) ingevolge subklousule (1) met verlof afwesig is; of
- (b) militêre opleiding in gevolge die Verdedigingswet, 1957, ondergaan;
- (c) op las of op versoek van sy werknemer van sy werk afwesig is;
- (d) weens siekte of 'n ongelug van sy werk afwesig is, en sy diens nie beëindig is nie;

wat in 'n jaar in die geval van (a), (c) en (d) altesaam hoogstens 10 weke beloop, plus vier maande van enige tydperk van militêre opleiding wat in daardie jaar ondergaan is, en diens word geag 'n aanvang te neem—

(i) in die geval van 'n werknemer wat ten opsigte van sy diens by dieselfde werkgever in die Kleinhandelverleisbedryf in die gebiede in klousule 1 (1) (b) bedoel, vóór die inwerkingtreding van hierdie Ooreenkoms regtens op verlof geregtig was, van die datum af waarop sodanige werknemer laas regtens op verlof geregtig geword het;

(ii) in die geval van 'n werknemer wat vóór die inwerkingtreding van hierdie Ooreenkoms by dieselfde werkgever in die Kleinhandelverleisbedryf in die gebiede in klousule 1 (b) bedoel in diens was, maar wat nog nie regtens op verlof geregtig geword het nie, vanaf die datum waarop sodanige diens 'n aanvang geneem het;

(iii) in die geval van enige ander werknemer, vanaf die datum waarop die werknemer by sy werkgever in diens getree het, of vanaf die datum van die inwerkingtreding van hierdie Ooreenkoms naamlik die jongste datum.

(4) Elke werkgever moet die Sekretaris van die Raad in die vorm van Aanhangsel A in kennis stel wanneer enigeen van sy werknemers met verlof gaan en aan 'n werknemer aan wie verlof kragtens subklousule (1) van hierdie klousule toegestaan is, sy besoldiging ten opsigte van die verloftydperk vóór of op die laaste werkdag vóór die aanvang van genoemde tydperk betaal.

(5) Geen werknemer mag in enige bedryf werk verrig terwyl hy met jaarlikse verlof is nie, en geen werkgever mag 'n werknemer gedurende sy jaarlikse verlof in diens neem nie.

(6) *Public holidays.*—An employee shall be entitled to and be granted leave on full pay on all public holidays: Provided that if an employee is absent from work on the work-day immediately preceding or the work-day immediately succeeding any public holiday and is not entitled to payment in terms of clauses 9 and 10 in respect of such work-days, he shall not be entitled to payment in respect of such public holiday.

(7) Notwithstanding anything to the contrary herein contained, an employer who is required to grant an employee annual leave in terms of subclause (1) (b) or (c) may require such employee to accept payment in lieu of one week of his leave.

(8) This clause shall not apply in respect of casual employees.

9. SICK BENEFIT FUND

(1) The operation of the fund established under Government Notice R. 1187, dated 9 July 1971 and known as "The Sick Benefit Fund for the Retail Meat Trade" or "the Fund" is hereby continued.

(2) The Fund shall consist of—

- (a) moneys accruing from contributions as prescribed in subclause (12) of this clause;
- (b) interest on investments;
- (c) any other moneys to which the Fund may become entitled.

(3) The objects of the Fund shall be to grant benefits to members in accordance with the rules of the Fund as determined from time to time by the Council in relation to—

(a) assisting members in any manner whatsoever in relation to medical and surgical attention designed to promote or preserve the good health of them or their dependants;

(b) entering into arrangements if deemed necessary by way of contract or contracts with medical practitioners, specialists, hospitals, nursing homes or any organisations providing medicines medical or pharmaceutical services, registered insurance company or companies or any organisation engaged in providing similar benefits;

(c) doing all such things as are necessary, incidental or conducive to the welfare of members and their dependants and to the attainment of the aforementioned objects;

(d) payment of sick pay to members in the event of absence from work owing to incapacity. For the purpose of this paragraph "incapacity" shall have the same meaning as set out in clause 10 (3) (b) of this Agreement.

(4) Membership of the Fund shall be compulsory for all supervisors, shop controllers, meat cutting technicians, cutters, male bookkeepers, female bookkeepers, cashiers and assistant bookkeepers, mass-measures and/or prices and trainee meat cutting technicians, who are eligible for membership of the Transvaal Retail Meat Trade Employees' Union in terms of the said Union's constitution.

(5) Every employee referred to in subclause (4) shall complete the form prescribed in Annexure F to this Agreement, and lodge such completed form with the Secretary within one month after the date on which this Agreement comes into operation, he becomes employed in or re-enters the Retail Meat Trade, and shall furnish such additional information or documentary evidence as the Council may require.

(6) The Council may at its discretion admit to voluntary membership of the Fund any persons who are directly engaged or employed in or in connection with the Retail Meat Trade and for whom membership is not compulsory in terms of subclause (4).

(7) The provisions of this clause shall *mutatis mutandis* apply to any person admitted to voluntary membership in terms of subclause (6): Provided that a voluntary member shall be required to contribute not less than the combined contribution of employees and employers prescribed in subclause (12).

(8) Membership of the Fund shall terminate—

(a) concurrently with the cessation of employment in the Retail Meat Trade in the case of a member referred to in subclause (4): Provided that the Council may permit such a member who becomes temporarily unemployed to retain his membership under such conditions as the Council may determine;

(b) by 14 days' notice in writing being given by the Council to a member referred to in subclause (6) or by such voluntary member giving a similar period of notice of termination of membership to the Council.

(9) An ex-member of the Fund shall not be entitled to any benefits subsequent to the last day of employment in the Trade.

(10) Any member whose membership of the Fund has been terminated shall, if re-admitted to membership, be regarded as an entirely new member unless otherwise decided by the Council.

(6) *Openbare vakansiedae.*—'n Werknemer is geregtig op en moet verlof met volle besoldiging verleen word op alle openbare vakansiedae: Met dien verstande dat indien 'n werknemer op die werkdag wat 'n openbare vakansiedag onmiddellik voorafgaan of onmiddellik daarop volg, van sy werk afwesig is en nie op besoldiging kragtens klousules 9 en 10 ten opsigte van sodanige werkdag geregtig is nie, hy nie op betaling ten opsigte van sodanige openbare vakansiedag geregtig is nie.

(7) Ondanks anderhuidende bepalinge hierin, kan 'n werkgewer wat 'n werknemer jaarlikse verlof ingevolge subklousule (1) (b) of (c) moet verleen, van sodanige werknemer vereis om betaling aan te neem in plaas van een week van sy verlof.

(8) Hierdie klousule is nie op los werknemers van toepassing nie.

9. SIEKTEBYSTANDSFONDS

(1) Die fonds ingestel by Goewernmentskennisgewing R. 1187 van 9 Julie 1971 en bekend as "Die Siektebystandsfonds vir die Kleinhandelvleisbedryf" of "die Fonds" word hierby voortgesit.

(2) Die Fonds bestaan uit—

- (a) geld wat verkry word uit bydraes soos voorgeskryf in subklousule (12) van hierdie klousule;
- (b) rente op beleggings;
- (c) enige ander geld waarop die Fonds geregtig mag word.

(3) Die doel met die Fonds is om bystand te verleen aan lede ooreenkomstig die reëls van die Fonds soos dit van tyd tot tyd deur die Raad bepaal word met betrekking tot—

(a) hulpverlening aan lede op enige moontlike manier ten opsigte van mediese en snykundige versorging wat daarop gemik is om die goeie gesondheid van die lede of hulle afhanklikes te bevorder of te bewaar;

(b) die aangaan van ooreenkomste indien dit nodig geag word, deur middel van 'n kontrak of kontrakte met mediese praktisyns, spesialiste, hospitale, verpleeginrigtings of enige organisasie wat medisyne of mediese of farmaseutiese dienste lewer, 'n geregistreerde versekeringsmaatskappy of -maatskappye of enige organisasie wat soortgelyke bystand bied;

(c) die verrigting van alle sodanige dinge as wat noodsaaklik, bykomende of bevorderlik is vir die welsyn van lede en hul afhanklikes en vir die bereiking van genoemde doelstellings;

(d) betaling van siektebesoldiging aan lede in geval van afwesigheid van 'n werk weens ongeskiktheid. Vir die doel van hierdie paragraaf het "ongeskiktheid" dieselfde betekenis as die wat in klousule 10 (3) (b) van hierdie Ooreenkoms beskryf word.

(4) Lidmaatskap van die Fonds is verpligtend vir alle toesighouers, winkelkontroleurs, vleissnytegnici, opsniers, manlike boekhouders, vroulike boekhouders, kassiere en assistent-boekhouders, massa- en/of prysbepalers, en leerlingvleissnytegnici, wat kragtens die Transvaal Retail Meat Trade Employees' Union se konstitusie lid van die organisasie kan word.

(5) Elke werknemer in subklousule (4) bedoel, moet die vorm in Aanhangsel F van hierdie Ooreenkoms voorgeskryf invul en sodanige ingevulde vorm binne een maand ná die datum waarop hierdie Ooreenkoms in werking tree en hy in diens van die Kleinhandelvleisbedryf tree of weer in diens tree, by die Sekretaris indien, en moet sodanige bykomende inligting of dokumentêre bewys verskaf word as wat die Raad mag vereis.

(6) Die Raad kan na goeie dinge persone wat regstreeks betrokke of in diens is of te doen het met die Kleinhandelvleisbedryf en vir wie lidmaatskap nie ingevolge subklousule (4) verpligtend is nie, tot vrywillige lidmaatskap van die Fonds toelaat.

(7) Hierdie klousule is *mutatis mutandis* van toepassing op enigiemand wat ingevolge subklousule (6) tot vrywillige lidmaatskap toegelaat is: Met dien verstande dat daar van 'n vrywillige lid vereis moet word om 'n bedrag by te dra van minstens die gesamentlike bydrae van werknemers en werkgewers soos in subklousule (12) voorgeskryf.

(8) Lidmaatskap van die Fonds word beëindig—

(a) gelyktydig met beëindiging van diens in die Kleinhandelvleisbedryf in die geval van 'n lid in subklousule (4) bedoel: Met dien verstande dat die Raad 'n lid wat tydelik werkloos word, kan toelaat om sy lidmaatskap te behou op sodanige voorwaardes as wat die Raad mag bepaal;

(b) deur 14 dae skriftelike kennisgewing deur die Raad aan 'n lid in subklousule (6) bedoel, of deur 'n ewe lang tydperk van opsegging van lidmaatskap deur sodanige vrywillige lid aan die Raad.

(9) 'n Gewese lid van die Fonds is nie geregtig op enige bystand ná die laaste dag van sy diens in die Bedryf nie.

(10) Enige lid wie se lidmaatskap van die Fonds beëindig is, moet, indien hy weer eens tot lidmaatskap toegelaat word, as 'n heeltemal nuwe lid beskou word, tensy die Raad anders besluit.

(11) In order to be eligible for benefits in respect of their dependants, members shall make application for the registration of their dependants on the form prescribed by the Council from time to time and shall furnish such information and documentary evidence as the Council may require, and dependants shall be limited to the following:

- (a) A member's wife;
- (b) a member's children under the age of 21 years (including legally adopted children) who are wholly dependant on the member.

(12) *Contributions.*—(a) Every employer shall in respect of each month deduct from the wages payable to the employees referred to in subclause (4) in his employ the amount indicated as employees' contribution in accordance with the undermentioned Schedule.

The contributions shall be payable in respect of—

- (i) each completed calendar month of employment; or
- (ii) part of a month of employment with the employer being not less than 15 days in a 31 or 30 day month and 14 days in February;

Provided that whenever it is established that an employee has been employed by more than one employer in any calendar month and each of his periods of employment has been less than the period prescribed in subparagraph (i) hereof, the contribution payable shall be on a pro rata basis in respect of and in relation to each such period of employment.

Schedule	Employees' contribution	Employer's contribution
	R	R
Single member.....	6,00	6,00
Member with one or more dependants..	7,50	7,50

In the case of trainee meat cutting technicians both the employee's and the employer's contribution payable shall be paid by the employer, i.e. no deduction shall be made from the employee's wage.

(b) The amounts as prescribed and deductible in terms of the schedule to paragraph (a) shall be transmitted by the employer to the Secretary of the Council, P.O. Box 10589, Johannesburg, 2000, on or before the 10th day of each succeeding month, together with the corresponding contributions indicated in the said schedule as the employer's contribution and required to be paid by the employer in respect of each employee. Payments in terms of this subclause shall be accompanied by a detailed statement in the form of Annexure E.

(c) Notwithstanding anything to the contrary contained in this clause the Council shall have the right to deduct from any benefit payable by the Fund to members granted membership in terms of subclause (6) any contributions due or owing by such member to whom or on behalf of whom such benefit is paid.

(13) Subject to the provisions of the Fund's rules, every member who has made the number of contributions prescribed in the said rules shall be eligible for the benefits provided by the Fund.

(14) The Fund shall be administered by the Council in accordance with rules prescribed by the Council. Such rules shall not be inconsistent with the provisions of this Agreement or the Act and shall, *inter alia*, prescribe:

- (a) The Fund's benefits and the qualifications attaching thereto;
- (b) the procedure for lodging and payment of claims;
- (c) any other matter which the Council may decide.

(15) The Council may at any time make new rules or alter or repeal any existing rules and every member of the Fund shall be furnished with a copy of the rules and amendments thereof.

(16) Copies of the Fund's rules and any amendments thereto shall be lodged with the Secretary for Labour.

(17) All moneys received by the Council on behalf of the Fund shall be deposited in a separate banking account in the name of the Fund.

(18) All payments from the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Chairman or Vice-Chairman, and countersigned by the Secretary.

(19) All expenses incurred in connection with the administration of the Fund shall be a charge upon the Fund.

(20) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending on 30 June of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council who shall be a public accountant and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the said auditors. A copy of the annual accounts and balance sheet shall be available for inspection by members of the Fund.

(11) Ten einde in aanmerking te kom vir bystand ten opsigte van hul afhanklikes, moet lede op die vorm wat van tyd tot tyd deur die Raad voorgeskryf word, aansoek doen om die registrasie van hul afhanklikes, en alle inligtings en dokumentêre bewys verskaf wat die Raad mag vereis, en afhanklikes word tot die volgende beperk:

- (a) 'n Lid se vrou;
- (b) 'n lid se kinders onder 21 jaar (insluitende wettig aangenome kinders) wat geheel en al van die lid afhanklik is.

(12) *Bydraes.*—(a) Elke werkgewer moet vir elke maand die bedrae aangedui as die werknemers sy bydraes, van die lone betaalbaar aan die werknemers in subklousule (4) bedoel, aftrek ooreenkomstig ondergemelde Bylae.

Die bydraes is betaalbaar ten opsigte van—

- (i) elke voltooide kalendermaand diens; of
- (ii) 'n gedeelte van 'n maand diens by die werkgewer, synde minstens 15 dae in 'n maand van 31 of 30 dae en 14 dae in Februarie;

Met dien verstande dat wanneer daar vasgestel word dat 'n werknemer by meer as een werkgewer in 'n kalendermaand werksaam was, en elkeen van sy dienstdydperke korter was as die tydperk in subparagraaf (1) hiervan voorgeskryf, die bydrae wat betaalbaar is op 'n pro rata-grondslag moet wees ten opsigte van en met betrekking tot elke sodanige dienstdydperk.

Bylae	Werknemers se bydrae	Werk-gewer se bydrae
	R	R
Ongetroude lid.....	6,00	6,00
Lid met een of meer afhanklikes.....	7,50	7,50

In die geval van leerlingveleissagtegnisie moet beide die werknemer en die werkgewer se bydrae deur die werkgewer betaal word, m.a.w. daar word niks van die werknemer se loon afgetrek nie.

(b) Die bedrae soos voorgeskryf en aftrekbaar ingevolge die Bylae in paragraaf (a) moet voor of op die 10de dag van die daaropvolgende maand deur die werkgewer aan die Sekretaris van die Raad, Posbus 10589, Johannesburg, 2000, gestuur word, tesame met die ooreenstemmende bydraes wat in genoemde Bylaes aangedui word as die werkgewer se bydrae en wat deur die werkgewer ten opsigte van elke werknemer betaal moet word. Betalings ingevolge hierdie klousule moet vergesel gaan van 'n gedetailleerde staat in die vorm van Aanhangsel E.

(c) Ondanks andersluidende bepalinge in hierdie klousule, het die Raad die reg om van enige bystand deur die Fonds betaalbaar aan lede wat lidmaatskap kragtens subklousule (6) verkry het, alle bydraes af te trek wat verskuldig of betaalbaar is deur sodanige lid aan wie of namens wie sodanige bestand betaal word.

(13) Behoudens die Fonds se reëls, kom elke lid wat die aantal bydraes gemaak het wat deur genoemde reëls voorgeskryf word, in aanmerking vir die bystand wat die Fonds verskaf.

(14) Die Fonds moet geadministreer word deur die Raad in ooreenstemming met reëls wat deur die Raad voorgeskryf word. Sodanige reëls mag nie in stryd mees met hierdie Ooreenkoms of die Wet nie, en moet onder andere die volgende bepaal:

- (a) Die Fonds se bystand en die kwalifikasies daarvoor;
- (b) die prosedure om eise in te dien en te betaal;
- (c) enige ander saak waarop die Raad mag besluit.

(15) Die Raad kan te eniger tyd nuwe reëls maak of enige bestaande reëls wysig of herroep en elke lid van die Fonds moet voorsien word van 'n eksemplaar van die reëls en wysigings daarvan.

(16) Eksemplare van die Fonds se reëls en enige wysigings daarvan moet aan die Sekretaris van Arbeid gestuur word.

(17) Alle geld wat die Raad namens die Fonds ontvang, moet in 'n afsonderlike bankrekening op naam van die Fonds gestort word.

(18) Alle betalings uit die Fonds moet geskied per tjek op die Fonds se rekening getrek. Alle sodanige tjeks moet deur die Voorsitter of Ondervoorsitter onderteken en deur die Sekretaris medeonderteken word.

(19) Alle uitgawes aangegaan in verband met die administrasie van die Fonds kom ten laste van die Fonds.

(20) Die Raad moet sorg dat volledige en ware rekenings van die Fonds gehou word en moet 'n jaarlikse rekening van al die inkomste en uitgawes van die Fonds vir die tyd eindigende 30 Junie van elke jaar, en 'n staat met sy bates en verpligings laat opstel. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Raad, wat 'n openbare rekenmeester moet wees, en moet deur die Voorsitter van die Raad medeonderteken word en binne drie maande ná die einde van die tydperk wat dit dek, aan die sekretaris van Arbeid gestuur word, tesame met enige verslag wat genoemde ouditeurs daaroor geskryf het. 'n Afskrif van die jaarlikse rekenings en balansstaat moet ter insae beskikbaar wees aan lede van die Fonds.

(21) Moneys surplus to the Fund's requirements shall not be invested otherwise than in accordance with section 21 (3) of the Act.

(22) The members of the Council and the officers and employees of the Council shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(23) (a) In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or cessation for any other cause and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of two years from the date of such expiry or the moneys not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the original Fund was created, the Council shall continue to administer the Fund and provide benefits from the moneys standing to the credit of the Fund as at such date, until such moneys are exhausted, whereafter the Fund shall be liquidated.

(b) The Fund shall during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement be administered by the Council.

(24) (a) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding, the Registrar may appoint a committee from employers and employees in the Trade on the basis of equal representation on both sides and the Fund shall be administered by such committee which shall continue to provide benefits from the moneys standing to the credit of the Fund as at the date of its appointment, until such moneys are exhausted. Any vacancy occurring on the committee may be filled by the Registrar from amongst employers and employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee/s shall possess all the powers of the committee for such purpose.

(b) In the event of there being no Council in existence, the Fund shall, upon the expiry of this Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, and any unexpended amount disposed of in accordance with subclause (25).

(25) Upon liquidation of the Fund in terms of subclause (23) or (24), the moneys remaining to the credit of the Fund after the payment of all claims against the Fund including administration, liquidation or dissolution expenses, which shall be a first charge against the Fund, shall be paid into the general funds of the Council, and if upon such liquidation the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be distributed as provided for in section 34 (4) of the Act as if it formed part of the general funds of the Council.

(26) This clause shall not apply in respect of casual employees.

10. SICK LEAVE

(1) Subject to the provisions of subclause (2), an employer shall grant to his full-time employees, who are not members of the Sick Benefit Fund for the Retail Meat Trade, who are absent from work through incapacity, not less than 12 work-days sick leave in the aggregate during each cycle of 12 consecutive months of employment with him and shall pay such employee in respect of any period of absence in terms of this subclause not less than the wage he would have received had he worked during such period: Provided that in the first 12 consecutive months of employment an employee shall not be entitled to sick leave on full pay at a rate of more than one work-day in respect of each completed month of employment.

(2) An employer may, as a condition precedent to the payment by him of any amount claimed (in terms of this clause) by an employee in respect of any absence from work for a period covering more than two consecutive days, require the employee to produce a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity: Provided that when an employee has during any period of up to eight weeks received payment in terms of this clause on two or more occasions without producing such a certificate his employer may during the period of eight weeks immediately succeeding the last occasion require him to produce such a certificate in respect of any absence from work.

(21) Geld wat oorbly nadat al die Fonds se verpligtings nagekom is, mag nie op 'n ander wyse as ooreenkomstig artikel 21 (3) van die Wet belê word nie.

(22) Die lede van die Raad en die beamptes en werknemers van die Raad is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte aangaan.

(23) (a) Ingeval hierdie Ooreenkoms verstryk of verleng of hernuwe word, met verloop van tyd of bevestig word om enige ander rede, en geen latere ooreenkoms vir die voortsetting van die Fonds binne twee jaar vanaf die datum van sodanige verstryking beding word, nie of die geld nie deur die Raad binne sodanige tyd oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is as, dié waarvoor die oorspronklike Fonds gestig was nie, moet die Raad voortgaan om die Fonds te administreer en om uit die geld in die krediet van die Fonds op sodanige datum bystand te verskaf tot tyd en wyl die geld uitgeput is, en daarna moet die Fonds gelikwedeer word.

(b) Gedurende die gemelde tydperk van twee jaar of tot tyd en wyl dit na enige ander fonds, hierbo gemeld, oorgeplaas word of by 'n latere ooreenkoms verleng word, moet die Fonds deur die Raad geadministreer word.

(24) (a) In die geval van die ontbinding van die Raad of indien dit ingevolge artikel 34 (2) van die Wet ophou om te fungeer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, kan die registrateur 'n komitee van werkgewers en werknemers in die Bedryf aanstel op die grondslag van gelyke verteenwoordiging aan albei kante, en sodanige komitee moet die Fonds administreer en moet voortgaan om uit die geld in die krediet van die Fonds op die datum van die komitee se aanstelling bystand te verskaf tot tyd en wyl die geld uitgeput is. Enige vakature in die komitee kan deur die Registrateur gevul word uit werkgewers en werknemers in die bedryf na gelang van die geval, om gelyke verteenwoordiging van werkgewers en werknemers in die Komitee te verseker. Indien sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of daar 'n dooie punt ontstaan waardeur die administrasie van die Fonds na die mening van die Registrateur onprakties of onwenslik gemaak word, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee(s) besit al die bevoeghede van die komitee vir sodanige doeleindes.

(b) Indien daar geen Raad bestaan nie, moet die Fonds by verstryking van hierdie Ooreenkoms gelikwedeer word deur die komitee wat kragtens hierdie subklousule fungeer, of deur die trustee of trustees, na gelang van die geval, en moet daar oor enige onbestede bedrag beskik word ooreenkomstig subklousule (25).

(25) By likwidasië van die Fonds kragtens subklousule (23) of (24) moet die geld wat in die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van administrasie-, likwidasië- en ontbindingskoste, wat die eerste eis teen die Fonds is, betaal is, in die algemene fondse van die Raad gestort word, en indien die Raad se sake by sodanige likwidasië reeds beredder en sy bates verdeel is, moet die saldo van hierdie Fonds verdeel word soos bepaal in artikel 34 (4) van die Wet asof dit deel van die algemene fondse van die raad was.

(26) Hierdie klousule is nie op los werknemers van toepassing nie.

10. SIEKTEVERLOF

(1) Behoudens subklousule (2), moet 'n werkgewer sy voltydse werknemers, wat nie lede van die Siektebystandfonds vir die Kleinhandelsvleisbedryf is nie, wat as gevolg van ongeskiktheid afwesig is, altesaam minstens 12 werkdae siekteverlof gedurende elke tydkring van 12 agtereenvolgende maande diens by hom toestaan, en sodanige werknemer ten opsigte van 'n tydperk van afwesigheid ingevolge hierdie subklousule minstens die loon betaal wat hy sou ontvang het as hy gedurende sodanige tydperk gewerk het: Met dien verstande dat 'n werknemer in die eerste 12 agtereenvolgende maande diens op hoogstens één werkdag siekteverlof met volle besoldiging ten opsigte van elke voltooië maand diens geregig is.

(2) 'n Werkgewer kan, as 'n opskortende voorwaarde vir die betaling van enige bedrag wat 'n werknemer op grond van hierdie klousule, ten opsigte van afwesigheid van sy werk van meer as twee agtereenvolgende dae eis, vereis dat die werknemer 'n sertifikaat indien wat deur 'n geregistreerde mediese praktisyn onderteken is en wat die aard en duur van die werknemer se ongeskiktheid bevestig: Met dien verstande dat indien 'n werknemer gedurende enige tydperk van tot agt weke besoldiging kragtens hierdie klousule by meer as twee geleenthede ontvang het sonder om sodanige sertifikaat in te dien, sy werkgewer gedurende die tydperk van agt weke wat onmiddellik op die tweede geleentheid volg, van hom kan vereis om sodanige sertifikaat ten opsigte van enige afwesigheid van werk in te dien.

(3) For the purposes of this clause the expression—

(a) "employment" shall be deemed to include any period or periods during which an employee is absent—

- (i) on annual leave in terms of clause 8;
- (ii) on the instruction or the request of his employer;
- (iii) on sick leave in terms of subclause (1);
- (iv) with the consent or condonation of his employer;
- (v) for any reason not being in breach of the contract of employment;
- (vi) undergoing military training; in pursuance of the Defence Act, 1957;

amounting in the aggregate in any year to not more than 10 weeks in respect of items (i), (ii), (iii), (iv) and (v), plus up to four months of any military training undergone in that year, and any period of employment which an employee has had with the same employer immediately before the date of the coming into operation of this Agreement shall for the purposes of this clause be deemed to be employment under this Agreement, and any sick leave on full pay granted to such an employee during such period shall be deemed to have been granted under this Agreement;

(b) "incapacity" means inability to work owing to any sickness or injury other than that caused by an employee's own misconduct: Provided that any inability to work caused by an accident for which compensation is payable under the Workmen's Compensation Act, 1941, shall be deemed to be incapacity only in respect of any period of inability to work for which no disablement payment is payable in terms of that Act.

(4) Every employer shall notify the Council in the form of Annexure B, within 14 days of payment of sick leave in terms of this clause.

(5) This clause shall not apply in respect of casual employees.

11. PROVIDENT FUND

(1) This clause shall apply in respect of all supervisors, shop-controllers, meat cutting technicians, cutters, male bookkeepers, female bookkeepers, cashiers and assistant bookkeepers, mass-measurers and/or pricers and trainee meat cutting technicians, who are eligible for membership of the Transvaal Retail Meat Trade Employees' Union, in terms of the said Union's constitution who have not reached the age of 65 years in the case of male employees or 60 years in the case of female employees.

(2) For the purpose of providing employees referred to in subclause (1) with provident benefits, an employer shall in respect of each month contribute on behalf of the said employees in his employ an amount in accordance with the undermentioned Schedule.

The contributions shall be payable in respect of—

- (a) each completed calendar month of employment; or
- (b) part of a month of employment with the employer being not less than 15 days in a 31 or 30 day month and 14 days in February.

Provided that whenever it is established that an employee has been employed by more than one employer in any calendar month and each of his periods of employment has been less than the period prescribed in paragraph (a) hereof, the contribution payable shall be on a pro rata basis in respect of and in relation to each such period of employment.

SCHEDULE

	Per month R
Supervisors, shop controllers, meat cutting technicians and cutters.....	14,30
Male bookkeepers.....	9,00
Female bookkeepers, cashiers and assistant bookkeepers, mass-measurers and/or pricers and trainee meat cutting technicians.....	6,00

(3) The amounts as prescribed in terms of subclause (2) above shall be transmitted to the Secretary of the Industrial Council, P.O. Box 10589, Johannesburg, 2000, on or before the 10th day of each succeeding month together with a detailed statement in terms of Annexure E of this Agreement.

(4) From the moneys received in terms of subclause (3) above, the premiums payable shall be transmitted by the Secretary of the Council to the African Life Assurance Society Ltd, Johannesburg, in respect of and on behalf of each employee to cover him for Provident Fund Benefits as provided for in a Group Policy, and subject to the terms and conditions specified therein. A copy of the policy shall be transmitted to the Secretary for Labour.

(5) The residue of moneys collected in terms of subclause (3) shall accrue to the funds of the Council which shall be responsible for all expenses connected with the collection of payments prescribed in this clause.

(3) By die toepassing van hierdie klousule—

(a) word die uitdrukking "diens" geag enige tydperk of tydperke in te sluit waarin 'n werknemer afwesig is—

- (i) met jaarlikse verlof ingevolge klousule 8;
- (ii) op las of op versoek van sy werkgever;
- (iii) met siekteverlof ingevolge subklousule (1);
- (iv) met die goedkeuring of kondonering van sy werkgever;
- (v) om enige rede wat nie met die dienskontrak in stryd is nie;
- (vi) om militêre opleiding ingevolge die Verdedigingswet, 1957, te ondergaan;

wat altesaam in 'n jaar hoogstens 10 weke ten opsigte van items (i), (ii), (iii), (iv) en (v) beloop, plus tot vier maande militêre opleiding wat in daardie jaar ondergaan is; en enige dienstydperk wat 'n werknemer by dieselfde werkgever gehad het onmiddellik vóór die datum waarop hierdie Ooreenkoms in werking getree het, word by die toepassing van hierdie klousule geag diens kragtens hierdie Ooreenkoms te wees, en alle siekteverlof met volle besoldiging wat aan 'n werknemer gedurende sodanig tydperk toegestaan is, word geag kragtens hierdie Ooreenkoms toegestaan te gewees het;

(b) beteken "ongeskiktheid" onvermoë om te werk weens 'n siekte of besering, uitgesonderd dié wat veroorsaak is deur 'n werknemer se eie wangedrag: Met dien verstande dat onvermoë om te werk, wat veroorsaak is deur 'n ongeluk ten opsigte waarvan vergoeding ingevolge die Ongevallewet, 1941, betaalbaar is, geag word ongeskiktheid te wees slegs ten opsigte van enige tydperk van onvermoë om te werk waarvoor geen vergoeding weens ongeskiktheid ingevolge daardie Wet betaalbaar is nie.

(4) Elke werkgever moet binne 14 dae nadat siektebesoldiging ingevolge hierdie klousule betaal is, die Raad in die vorm van Aanhangsel B daarvan in kennis stel.

(5) Hierdie klousule is nie op los werknemers van toepassing nie.

11. VOORSORGFONDS

(1) Hierdie klousule is van toepassing op alle toesighouers, winkelkontroleurs, vleissnytegnici, opsniers, manlike boekhouders, vroulike boekhouders, kassiers en assistent-boekhouders, massa- en/of prysbepalers, en leerlingvleissnytegnici, wat vir lidmaatskap van die Transvaal Retail Meat Trade Employees' Union kwalifiseer kragtens genoemde vakvereniging se konstitusie en nog nie die leeftyd van 65 jaar bereik het in die geval van mans of 60 in die geval van vroue nie.

(2) Met die doel om voorsorgvoordele te verskaf aan werknemers in subklousule (1) hierbo bedoel, moet 'n werkgever ten opsigte van elke maand namens genoemde werknemers in sy diens 'n bedrag bydra in ooreenstemming met onderstaande Bylae.

Die bydraes is betaalbaar ten opsigte van—

- (a) elke voltooië kalendermaand diens; of
- (b) 'n gedeelte van 'n maand diens by die werkgever, synde minstens 15 dae in 'n maand van 31 of 30 dae en 14 dae in Februarie;

Met dien verstande dat wanneer daar vasgestel word dat 'n werknemer by meer as een werkgever in 'n kalendermaand werksaam was, en elkeen van sy dienstydperke korter was as die tydperk in paragraaf (a) hiervan voorgeskryf, die bydrae wat betaalbaar is op 'n pro rata-grondslag moet wees ten opsigte van en met betrekking tot elke sodanige dienstydperk.

BYLAE

	Per maand R
Toesighouers, winkelkontroleurs, vleissnytegnici en opsniers.....	14,30
Manlike boekhouders.....	9,00
Vroulike boekhouders, kassiers en assistent-boekhouders, massa- en/of prysbepalers en leerlingvleissnytegnici.....	6,00

(3) Die bedrae voorgeskryf ingevolge subklousule (2) hierbo, moet voor of op die 10de dag van elke daaropvolgende maand aan die Sekretaris van die Nywerheidsraad, Posbus 10589, Johannesburg, 2000, gestuur word, tesame met 'n gedetailleerde staat ingevolge Aanhangsel E van hierdie Ooreenkoms.

(4) Uit die geld wat ingevolge subklousule (3) hierbo ontvang word, moet die premies betaalbaar deur die Sekretaris van die Raad aan die African Life Assurance Society Ltd, Johannesburg, gestuur word ten opsigte van en namens elke werknemer om hom vir Voorsorgfondsvoordele te dek, soos daar in 'n groepspolis bepaal word, behoudens die bepalings en voorwaardes daarin vervat. 'n Eksemplaar van hierdie polis moet aan die Sekretaris van Arbeid gestuur word.

(5) Die saldo van die geld wat ingevolge subklousule (3) ingevorder word, val toe aan die fondse van die Raad wat verantwoordelik is vir alle uitgawes in verband met die invordering van betalings wat in hierdie klousule voorgeskryf word.

(6) The Council shall be the body responsible for dealing with all matters arising from or in connection with the payments of premiums and benefits in terms of this clause.

(7) This clause shall not apply in respect of casual employees.

12 COUNCIL FUNDS

The funds of the Council which shall be vested in and administered by the Council shall be provided in the following manner:

(a) Every employer shall in respect of each establishment he owns or conducts pay to the Council a monthly levy of R1 in the case of establishments in which no meat cutting technicians are employed or 75c in the case of establishments in which one or more meat cutting technicians are employed. This levy shall be forwarded monthly to the Secretary of the Council not later than the 10th day of each month following the month to which payment refers, together with a statement in the form of Annexure E.

(b) Every employer shall deduct the amounts set out hereunder from the wages of each of the following classes of employees in his employ:

<i>Employee</i>	<i>Weekly deductions</i>
Supervisors, shop controllers, meat cutting technicians, cutters, bookkeepers, cashiers and assistant bookkeepers, mass-measurers and/or pricers, motor vehicle drivers and preparation assistants.....	15 cents.
All other employees.....	7 cents.

(c) The total amount so deducted in terms of (b) above, together with an equal amount which shall be contributed by the employer shall be forwarded monthly by the latter to the Secretary of the Council, not later than the 10th day of each month following the month to which payment refers, together with a statement in the form of Annexure E.

13. REGISTRATION OF EMPLOYERS AND EMPLOYEES

Every employer in respect of each establishment he owns or conducts in the Retail Meat Trade shall within one month of the date on which this Agreement comes into operation, and every employer entering or acquiring any additional establishment in the Retail Meat Trade after one month of the date of commencing operations in regard thereto, forward to the Secretary of the Council—

- the full name and title of the establishment;
- the full name and address of the proprietor, partners or directors, as the case may be;
- the business address;
- the full names of each of the employees, the capacity in which he is employed and the wages he is paid;

Provided that it shall not be necessary for an employer to effect registration in terms of this clause in respect of any establishment which he has already registered or is deemed to be registered with the Council in terms of the Council's previous agreement, and he still owns or conducts such establishment at the date of coming into operation of this Agreement.

In the event of a dissolution or change of partnership, or change in the directorate of a company, the fact must be notified, in writing, within one month of the date thereof to the Secretary, together with full details in regard to any new directors or partners as the case may be.

14. ORGANISATION

(1) No employer who is a member of the employers' organisation in accordance with the constitution of such employers' organisation shall employ or continue to employ an employee who is eligible for membership of the trade union and who is not a member in terms of the constitution of such trade union or whose membership of such trade union has been suspended by the trade union in accordance with the provisions of the constitution of the trade union.

(2) No person who is a member of the trade union in accordance with the constitution of such trade union shall accept employment with, or continue in the employment of any person who is eligible for membership of the employers' organisation and who is not a member of such employers' organisation, or whose membership of such employers' organisation has been suspended by the employers' organisation in accordance with the constitution of the employers' organisation.

(3) On the first pay-day of each month every employer shall deduct from the wages of each trade union member in his employ the subscription and death levy payable to the union; and the employer shall forward the total amount so deducted to the Secretary of the Council, P.O. Box 10589, Johannesburg, 2000, not later than the 10th day of the month following that to which the deductions refer, together with a statement in the

(6) Die Raad is die liggaam wat verantwoordelik is vir die afhandeling van alle sake wat voortvloei uit of wat in verband staan met die betaling van premies en voordele kragtens hierdie klousule.

(7) Hierdie klousule is nie op los werknemers van toepassing nie.

12. RAADSFONDSE

Die fondse van die Raad wat by die Raad berus en deur hom bestuur word, moet op die volgende wyse verkry word:

(a) Elke werkgever moet ten opsigte van elke bedryfsinrigting wat hy besit of bestuur aan die Raad 'n maandelikse heffing van R1 betaal in die geval van bedryfsinrigtings waarin geen vleissnytegnici werksaam is nie of 75c in die geval van bedryfsinrigtings waarin een of meer vleissnytegnici werksaam is. Hierdie heffing moet maandeliks, voor of op die 10de dag van elke maand wat volg op die maand waarop die betaling betrekking het, saam met 'n staat in die vorm van Aanhangsel E, aan die Sekretaris van die Raad gestuur word.

(b) Elke werkgever moet die bedrae wat hieronder genoem word, van die loon van elk van die volgende klasse werknemers in sy diens aftrek:

<i>Werknemer</i>	<i>Bedrag weekliks afgetrek</i>
Toesighouers, winkelkontroleurs, vleissnytegnici, op-snyers, boekhouers, kassiers en assistent-boekhouers, massa- en/of prysbepalers, motorvoertuig-drywers en bereidingsassistenten.....	15 sent.
Alle ander werknemers.....	7 sent.

(c) Die totale bedrag wat aldus ingevolge (b) hierbo afgetrek word, moet saam met 'n gelyke bedrag wat deur die werkgever bygedra moet word, maandeliks voor of op die 10de dag van elke maand wat volg op die maand waarop die bedrae betrekking het, saam met 'n staat in die vorm van Aanhangsel E, deur die werkgever aan die Sekretaris van die Raad gestuur word.

13. REGISTRASIE VAN WERKGEWERS EN WERKNEMERS

Elke werkgever moet ten opsigte van elke bedryfsinrigting wat hy in die Kleinhandelvleisbedryf besit of bestuur, binne een maand na die datum waarop hierdie Ooreenkoms in werking tree, en elke werkgever wat tot die Kleinhandelvleisbedryf toetree of 'n bykomende bedryfsinrigting daarin aangeskaf het, moet een maand nadat hy werksaamhede in verband daarmee begin, aan die Sekretaris van die Raad die volgende besonderhede stuur:

- Die handelsnaam van die bedryfsinrigting voluit;
- die volle naam en adres van die eienaar, vennote of direkteur, na gelang van die geval;
- die besigheidsadres;
- die naam van elke werknemer voluit, die hoedanigheid waarin hy werksaam is en die loon wat hy ontvang;

Met dien verstande dat dit nie vir 'n werkgever nodig is om kragtens hierdie klousule registrasie te verkry nie ten opsigte van enige bedryfsinrigting wat hy alreeds by die Raad geregistreer het of wat geag word geregistreer te wees ingevolge die Raad se vorige ooreenkoms en hy nog sodanige bedryfsinrigting op die datum waarop hierdie Ooreenkoms in werking tree, besit of bestuur.

Ingeval van ontbinding of verandering van vennootskap, of verandering van die direksie van 'n maatskappy, moet die Sekretaris skriftelik binne een maand na die datum daarvan verwittig word, en moet volle besonderhede aangaande enige nuwe direkteur of vennote, na gelang van die geval, verstrek word.

14. ORGANISASIE

(1) Geen werkgever wat ooreenkomstig die konstitusie van 'n werkgewersorganisasie lid van sodanige werkgewersorganisasie is, mag 'n werknemer wat in aanmerking kom vir lidmaatskap van die vakvereniging en nie lid is ingevolge die konstitusie van sodanige vakvereniging nie of wie se lidmaatskap by die vakvereniging deur die vakvereniging ooreenkomstig die konstitusie van die vakvereniging opgeskort is, in diens neem, of voortgaan om hom in diens te hou nie.

(2) Niemand wat ooreenkomstig die konstitusie van die vakvereniging lid van die vakvereniging is, mag werk aanneem van of voortgaan om in die diens van iemand te bly wat in aanmerking kom vir lidmaatskap van die werkgewersorganisasie en wat nie lid van die werkgewersorganisasie is nie, of wie se lidmaatskap van die werkgewersorganisasie deur die werkgewersorganisasie ooreenkomstig die konstitusie van die werkgewersorganisasie opgeskort is.

(3) Op die eerste betaaldag van elke maand moet elke werkgever van die loon van elke vakverenigingslid in sy diens die ledegeld en sterfteheffing wat aan die vereniging betaalbaar is, aftrek, en die werkgever moet die totale bedrag wat aldus afgetrek is, voor of op die 10de dag van die maand wat volg op dié waarop die bedrae betrekking het, aan die Sekretaris van die Raad, Posbus 10589, Johannesburg, 2000, stuur, tesame met 'n

form of Annexure E. The subscription scale shall be notified to the employers concerned from time to time by the Secretary of the Union.

(4) The provisions of this clause shall not apply to—

(a) a person who has been refused membership of the trade union on the grounds that he cannot produce satisfactory evidence of having completed an apprenticeship successfully, if he undergoes and passes a trade test as prescribed by the Council and the trade union still declines to admit such person to membership; or

(b) a person permitted by the Council to do the work of a meat cutting technician during the first two years of such employment, and thereafter if such person undergoes and passes a trade test as prescribed by the Council and the trade union declines to admit such person to membership; or

(c) an immigrant during the first year after the date of his entry into the Republic of South Africa: Provided that if any immigrant has at any time after the first three months of his employment in the Trade refused any invitation from the trade union concerned to become a member thereof, the provisions of this clause shall immediately come into operation.

(5) Notwithstanding the provisions of subclause (1), on receipt by the Council of a request for a trade test, the applicant shall be entitled to remain in employment pending examination and shall be required to pay an examination fee as specified by the Council from time to time to defray any expenses incurred in conducting the test which shall be carried out as soon as possible in an establishment selected and approved by the Council, in accordance with rules and conditions which the Council may prescribe from time to time in connection with the conduct of tests.

15. PROPORTIONS OR RATIO OF EMPLOYEES

(1) Subject to the provisions of subclause (2) no employer shall employ in any establishment—

(a) more than two meat cutting technicians unless he has in his employ a shop controller;

(b) a preparation assistant unless he has in his employ a meat cutting technician, and for each two additional meat cutting technicians employed one additional preparation assistant may be employed;

(c) a trainee meat cutting technician, unless he has in his employ a meat cutting technician.

(2) (a) For the purposes of this clause an employer may be reckoned as a meat cutting technician or shop controller in not more than one establishment if—

(i) he is actually engaged in performing the work of a meat cutting technician;

(ii) he satisfies the Council that by reason of his practical knowledge of the trade, he is competent to perform the work of a meat cutting technician;

(iii) he obtains from the Council a certificate signed by the Secretary authorising him to reckon himself as a meat cutting technician for the purpose of this clause in respect of a specified establishment: Provided that no certificate in terms of subclause (2) (a) (iii) be granted until the requirements of subclause (2) (a) (ii) have been complied with.

(b) For the purposes of subclause (1) (b), the expression "meat cutting technician" shall be deemed to include a shop controller or an employer who is reckoned as a shop controller.

16. EMPLOYMENT OF BUTCHER'S ASSISTANTS

(1) No employer shall employ a butcher's assistant except with the written authority of the Council and, it shall in any event not be permissible for a butcher's assistant to be employed in any establishment where one or more meat cutting technicians are not employed; nor shall it be permissible to employ more than one butcher's assistant in any establishment. For the purposes of this clause the provisions of clause 15 (2) (a) shall *mutatis mutandis* apply.

(2) An application for authority to employ a butcher's assistant shall be made in the form of Annexure D.

(3) Every employer who is permitted to employ a butcher's assistant shall, whenever the number of meat cutting technicians or trainee meat cutting technicians employed in the establishment concerned falls below the number stated in the application in the Council's possession, notify the Council's Secretary, in writing, of such reduction within 14 days of the occurrence thereof, and shall be required to state the reasons for the reduction, what action, if any, has been taken to effect a replacement or replacements or whether or not it is intended to take any action to effect replacement or replacements.

(4) When an employer, who has been granted a licence to employ a butcher's assistant, violates the Agreement by employing him on work of a higher paid grade than that of a "butcher's assistant" and the Council has satisfied itself that the Agreement was so violated, such licence shall be automatically withdrawn.

staat in die vorm van Aanhangsel E. Die sekretaris van die vereniging moet die betrokke werkgewers van tyd tot tyd van die ledegeldskale in kennis stel.

(4) Hierdie klousule is nie van toepassing nie op—

(a) iemand wat lidmaatskap van die vakvereniging geweer is omdat hy nie bewys kan lewer dat hy 'n vakleerlingskap met welslae voltooi het nie, as hy 'n ambagstoets soos deur die Raad voorgeskryf, ondergaan en slaag, en die vakvereniging steeds lidmaatskap aan sodanige persoon weier; of

(b) iemand wat gedurende die eerste twee jaar van sodanige diens deur die Raad toegelaat word om die werk van 'n vleissnytegnikus te verrig, en daarna as sodanig 'n ambagstoets, soos deur die Raad voorgeskryf, ondergaan en daarin slaag, en die vakvereniging lidmaatskap aan hom weier; of

(c) 'n immigrant gedurende die eerste jaar na die datum waarop hy die Republiek van Suid-Afrika binnegekom het: Met dien verstande dat as 'n immigrant te eniger tyd na die eerste drie maande van sy diens in die Bedryf, weier om op uitnodiging van die betrokke vakvereniging lid daarvan te word, hierdie klousule onmiddellik van toepassing word.

(5) Ondanks subklousule (1), is die applikant daarop geregtig, wanneer die Raad 'n aansoek om 'n ambagstoets ontvang het, om in diens te bly, in afwagting van die toets, en moet hy die eksamen geld wat van tyd tot tyd deur die Raad gespesifiseer word, betaal om alle koste wat aangegaan is om die toets af te neem, te dek, en sodanige toets moet so spoedig moontlik afgeneem word in 'n bedryfsinrigting wat deur die Raad gekies en goedgekeur is in ooreenstemming met reëls en voorwaardes wat die Raad van tyd tot tyd in verband met die afneem van toetse kan voorskryf.

15. GETALSVERHOUDING VAN WERKNEMERS

(1) Behoudens subklousule (2), mag geen werkgewer in enige bedryfsinrigting—

(a) meer as twee vleissnytegnici in diens neem nie, tensy hy 'n winkelkontroleur in sy diens het;

(b) 'n bereidingsassistent in diens neem nie, tensy hy 'n vleissnytegnikus in sy diens het, en vir elke twee bykomende vleissnytegnici in sy diens kan een bykomende bereidingsassistent in diens geneem word;

(c) 'n leerlingvleissnytegnikus in diens neem nie tensy hy 'n vleissnytegnikus in sy diens het.

(2) (a) By die toepassing van hierdie klousule kan 'n werkgewer as 'n vleissnytegnikus of winkelkontroleur in hoogstens een bedryfsinrigting gereken word—

(i) as hy werklik die werk van 'n vleissnytegnikus verrig;

(ii) as hy die Raad oortuig dat hy, as gevolg van sy praktiese kennis van die bedryf, geskik is om die werk van 'n vleissnytegnikus te verrig;

(iii) as hy van die Raad 'n sertifikaat, deur die Sekretaris onderteken, ontvang wat hom magtig om homself by die toepassing van hierdie klousule ten opsigte van 'n bepaalde bedryfsinrigting as 'n vleissnytegnikus te reken: Met dien verstande dat geen sertifikaat ingevolge subklousule (2) (a) (iii) toegestaan word voordat die vereistes van subklousule (2) (a) (ii) nagekom is nie.

(b) By die toepassing van subklousule (1) (b) moet die uitdrukking "vleissnytegnikus" geag word 'n winkelkontroleur of 'n werkgewer wat as 'n winkelkontroleur gereken word, in te sluit.

16. INDIENSNEMING VAN SLAGTERSASSISTENTE

(1) Geen werkgewer mag 'n slagtersassistent in diens hê nie, uitgesonderd met die skriftelike toestemming van die Raad, en in elk geval mag 'n slagtersassistent nie toegelaat word om in enige bedryfsinrigting in diens geneem te word waar daar nie een of meer vleissnytegnici in diens is nie; ook mag hoogstens een slagtersassistent in enige bedryfsinrigting in diens wees. By die toepassing van hierdie klousule is klousule 15 (2) (a) *mutatis mutandis* van toepassing.

(2) 'n Aansoek om magtiging om 'n slagtersassistent in diens te neem, moet in die vorm van Aanhangsel D geskied.

(3) Elke werkgewer wat magtiging verkry om 'n slagtersassistent in diens te neem, moet, wanneer die getal vleissnytegnici of leerlingvleissnytegnici in diens by die betrokke bedryfsinrigting benede die getal daal wat op die aansoekvorm, in besit van die Raad, aangegee word, die Sekretaris van die Raad binne 14 dae nadat dit geskied, skriftelik daarvan in kennis stel, en hy moet die redes vir die vermindering verstrek, meld watter stappe (indien enige) gedoen is om 'n plaasvervanger of plaasvervangers te verkry en of hy voornemens is om enige stappe te doen om 'n plaasvervanger of plaasvervangers te verkry of nie.

(4) Wanneer 'n werkgewer aan wie 'n lisensie toegestaan is om 'n slagtersassistent in diens te neem, die Ooreenkoms verbreek deur hom vir werk van 'n hoër besoldigde graad in diens te neem as dié van 'n "slagtersassistent", en die Raad homself oortuig het dat die Ooreenkoms aldus verbreek is, word sodanige lisensie outomaties ingetrek.

(5) The Council shall in its sole discretion decide whether or not to approve of any application for authority to employ a butcher's assistant or whether or not such authority shall be cancelled in accordance with the requirements of this clause: Provided that if it decides in favour of the continued employment of a butcher's assistant, it shall nevertheless on review of the matter at any time have the right to reverse its decision if it is satisfied that the circumstances which caused it to allow the said butcher's assistant's employment to continue have ceased to apply or have not eventuated within a reasonable time in its opinion.

(6) An authority to employ a butcher's assistant in terms of the Council's previous agreements shall be deemed to be an authority in terms of this clause and the provisions of this clause shall *mutatis mutandis* apply to any such authority.

17. EXEMPTIONS

(1) Subject to the proviso to section 51 (3) of the Act, the Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1), the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw an exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence of exemption signed by him, setting out—

- (a) full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted, forward a copy of the licence to the employer and employee concerned.

18. PREMIUMS

No premiums shall be charged or accepted by an employer for the training of an employee: Provided that this clause shall not apply in respect of training schemes to which the employer is legally required to contribute.

19. EXISTING CONTRACTS

Any contract of service in operation at the date of commencement of this Agreement or concluded subsequent to such date shall be subject to the provisions of this Agreement.

20. EXHIBITION OF AGREEMENT

Every employer shall affix and keep affixed in his establishment in a conspicuous place readily accessible to his employees a legible copy of this Agreement in both official languages.

21. EMPLOYMENT OF CERTAIN PERSONS

No employer shall employ any person under the age of 16 years.

22. AGENTS

(1) The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

(2) It shall be the duty of every employer and employee to permit such agent to institute such enquiries and to examine books and/or documents as may be necessary for this purpose.

23. CERTIFICATE OF SERVICE

Every employer shall issue free of charge a certificate of service showing the name and address, nature of occupation, period of service, and wages paid to each of his employees, other than a butcher's assistant or a labourer, at the time he leaves such employer's service.

24. MEAT CUTTING TECHNICIAN'S WORK

(1) No employer shall employ any person other than a shop controller, meat cutting technician, cutter, trainee meat cutting technician or trainee shop controller on the work of a meat cutting technician without the prior permission of the Council.

(5) Die Raad besluit na eie goedvinde of hy enige aansoek om magtiging om 'n slagtersassistent in diens te neem, gaan toestaan of nie, en of sodanige magtiging ingevolge die magtiging van hierdie klousule ingetrek moet word of nie: Met dien verstande dat indien hy ten gunste van die voortgesette diens van 'n slagtersassistent besluit, hy nietemin by herooring van die saak hom altyd die reg voorbehou om sy besluit te herroep as hy oortuig voel dat die omstandighede wat hom genoodsaak het om die voortgesette diens van genoemde slagtersassistent toe te laat, nie meer van toepassing is nie, of na sy mening nie binne redelike tyd geskied het nie.

(6) Magtiging om 'n slagtersassistent ingevolge die Raad se vorige ooreenkomste in diens te neem, moet beskou word as 'n magtiging volgens hierdie klousule en hierdie klousule is *mutatis mutandis* op sodanige magtiging van toepassing.

17. VRYSTELLINGS

(1) Behoudens die voorbehoudsbepaling by artikel 51 (3) van die Wet kan die Raad om enige afdoende rede aan of ten opsigte van enigiemand, vrystelling van enigeen van die bepalinge van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling kragtens subklousule (1) verleen word, die voorwaardes waarkragtens sodanige vrystelling verleen word, vasstel: Met dien verstande dat die Raad na goedvinde en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling kan herroep, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomsig hierdie klousule verleen word, 'n vrystellingsertifikaat, deur hom onderteken, uitreik, waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalinge van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes ooreenkomsig subklousule (2) vasgestel, waarkragtens die vrystelling toegestaan word; en
- (d) die tydperk waarvoor die vrystelling geldig is.

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nummer;
- (b) 'n afskrif van alle uitgereikte sertifikate bewaar; en
- (c) ingeval vrystelling verleen word, 'n eksemplaar van die sertifikaat aan die betrokke werkgewer en werknemer stuur.

18. PREMIES

Geen premie mag deur 'n werkgewer vir die opleiding van 'n werknemer gevorder of aangeneem word nie: Met dien verstande dat hierdie klousule nie van toepassing is op opleidingskemas waartoe die werkgewer regens verplig is om by te dra nie.

19. BESTAANDE KONTRAKTE

Enige dienskontrak wat van krag is op die aanvangsdatum van hierdie Ooreenkoms, of wat na dié datum aangegaan word, is onderworpe aan die bepalinge van hierdie Ooreenkoms.

20. VERTONING VAN OOREENKOMS

Elke werkgewer moet op 'n opvallende plek in sy bedryfsinrigting, wat maklik vir sy werknemers toeganklik is, 'n leesbare eksemplaar van hierdie Ooreenkoms in albei amptelike tale opplak en opgeplak hou.

21. INDIENSNEMING VAN SEKERE PERSONE

Geen werkgewer mag 'n persoon onder die leeftyd van 16 jaar in diens neem nie.

22. AGENTE

(1) Die Raad kan een of meer aangewese persone as agente aanstel om behulpzaam te wees by die toepassing van die bepalinge van hierdie Ooreenkoms.

(2) Elke werkgewer en werknemer is verplig om die agente toe te laat om dié ondersoek in te stel en dié boeke en/of stukke te ondersoek wat vir hierdie doel nodig is.

23. DIENSSERTIFIKAAT

Elke werkgewer moet aan elkeen van sy werknemers wat uit sy diens tree, kosteloos 'n dienssertifikaat uitreik wat die werknemer se naam en adres aantoon sowel as die aard van sy werk en dien tyd en loon wat aan elkeen van sy werknemers, uitgesonderd 'n slagtersassistent of 'n arbeider, betaal is toe hy sy werkgewer se diens verlaat het.

24. VLEISSNYTEGNIKUS

(1) Geen werkgewer mag 'n ander persoon as 'n winkelkontroleur, vleissnytegnikus, opsnier, leerlingvleissnytegnikus of leerlingwinkelkontroleur in diens neem om die werk van 'n vleissnytegnikus te verrig nie, tensy verlof daartoe vooraf van die Raad verkry is.

(2) No employer shall employ any person other than a shop controller on the work of a shop controller without the prior permission of the Council.

25. TERMINATION OF CONTRACT OF EMPLOYMENT

(1) An employer or his employee, other than a casual employee, who desires to terminate the contract of employment, shall give—

(a) in the case of labourers, butcher's assistants, preparation assistants, motor vehicle drivers and wrappers and/or packers, not less than 24 hours notice;

(b) in the case of all other classes of employees, not less than six working days' notice;

of termination of contract, or an employer or employee may terminate the contract without notice by paying the employee or the employer, as the case may be, in lieu of such notice not less than—

(i) in the case of 24 hours' notice, the daily wage which the employee is receiving at the time of such termination;

(ii) in the case of a week's notice, the weekly wage which the employee is receiving at the time of such termination:

Provided that this shall not affect—

(i) the right of an employer or an employee to terminate the contract without notice for any cause recognised by law as sufficient;

(ii) any written agreement between an employer and his employee which provides for a period of notice of equal duration on both sides and for longer than that prescribed in this clause;

(iii) the right of the employer to withhold from paying any moneys which he owes to an employee by virtue of any provisions of this Agreement, an amount of not more than that which such employee would have had to pay him in lieu of notice, where such employee terminates his employment without notice or without paying his employer in lieu of notice, and such forfeiture shall be deemed to exonerate the employee concerned in respect of his failure to have given the required notice of termination of his employment.

(2) Where there is an agreement in terms of the second proviso to subclause (1), the payment in lieu of notice shall correspond to the period of notice agreed upon.

(3) The notice prescribed in subclause (1) may be given on any work-day: Provided that—

(a) the period of notice shall not run concurrently with, nor shall notice be given during, an employee's absence on leave granted in terms of clause 8 or any period of military training which an employee is undergoing in pursuance of the Defence Act, 1957;

(b) notice shall not be given during an employee's absence on paid sick leave granted in terms of clause 10, or in the case of periods of absence under clause 9, before the expiry of 14 calendar days from the commencement of any such periods of absence where supported by a certificate signed by a registered medical practitioner confirming the nature and duration of the employee's incapacity; and such medical certificate is lodged with the employer within three days of the commencement of such absence.

(4) A copy of the notice referred to in this clause shall be forwarded to the Council by the employer, in the form of Annexure C.

(5) The provisions of this clause shall not apply in the case of an employee engaged on trial for a period not exceeding one week, nor shall it apply to a casual employee.

26. OPERATION OF BANDSAW BY BUTCHERS' ASSISTANTS OR LABOURERS

An employer may submit a written application to the Council for a named butcher's assistant or labourer in his employ to be permitted to cut stripped or shin bones, and normally known as dog's or soup meat, by means of a bandsaw in a specified establishment.

The Council shall grant such permission: Provided that there shall not be more than one employee, whether he be a butcher's assistant or a labourer, permitted to perform the duties stated herein in any one establishment: Provided further that the Council may cancel such permission and the future right thereto for such period as it deems warranted, if a labourer or butcher's assistant is permitted to use a bandsaw without the prior permission of the Council in terms of this clause and in contravention of the requirements of this Agreement, and no employer or meat cutting technician shall allow any butcher's assistant or labourer to operate a bandsaw except with the permission of the Council in terms of this clause.

(2) Geen werkgewer mag 'n ander persoon as 'n winkelkontroleur in diens neem om die werk van 'n winkelkontroleur te verrig nie, tensy verlof daartoe vooraf van die Raad verkry is.

25. BEÏNDIGING VAN DIENSKONTRAK

(1) 'n Werkgewer of sy werknemer, uitgesonderd 'n los werknemer, wat die dienskontrak wil beëindig, moet—

(a) in die geval van arbeiders, slagtersassistent, bereidingsassistent, motorvoertuigdrywers en toedraaiers en/of verpakkers, minstens 24 uur kennis;

(b) in die geval van alle ander klasse werknemers, minstens ses werkdag kennis;

van die beëindiging van die kontrak gee, of 'n werkgewer of werknemer mag die kontrak sonder kennisgewing beëindig deur die werknemer of werkgewer, na gelang van die geval, in plaas van sodanige kennisgewing, minstens die volgende te betaal:

(i) In die geval van kennisgewing van 24 uur, die dagloon wat die werknemer ontvang ten tyde van sodanige beëindiging;

(ii) in die geval van kennisgewing van een week, die weekloon wat die werknemer ontvang ten tyde van sodanige beëindiging;

Met dien verstande dat dit nie die volgende raak nie:

(i) Die reg van 'n werkgewer of werknemer om die kontrak om 'n regsgeldige rede te beëindig;

(ii) enige skriftelike ooreenkoms tussen 'n werkgewer en sy werknemer wat voorsiening maak vir 'n tydperk van kennisgewing van gelyke duur aan albei kante en vir langer as wat in hierdie klousule voorgeskryf word;

(iii) die reg van 'n werkgewer om van geld wat hy die werknemer kragtens enige bepaling van hierdie Ooreenkoms skuld, 'n bedrag van hoogstens dié wat sodanige werknemer hom sou moes betaal in plaas van kennis te gee, terug te hou, waar sodanige werknemer sy diens beëindig sonder kennisgewing of sonder om sy werknemer in plaas van kennis te betaal, en sodanige verbeuring word geag die betrokke werknemer daarvan te onthef dat hy nie die vereiste kennis van sy diensbeëindiging gegee het nie.

(2) Waar daar ingevolge die tweede voorbehoudsbepaling van subklousule (1) 'n ooreenkoms bestaan, moet die betaling in plaas van kennisgewing ooreenstem met die opseggingstyd waarvoor ooreengekom is.

(3) Die kennisgewing wat by subklousule (1) voorgeskryf word, kan op enige werkdag gegee word: Met dien verstande dat—

(a) die opseggingstyd nie mag saamval nie met, of kennis nie gegee mag word nie gedurende 'n werknemer se afwesigheid met verlof toegestaan ingevolge klousule 8, of 'n tydperk van militêre opleiding wat 'n werknemer ingevolge die Verdieningswet, 1957, ondergaan;

(b) kennis nie gegee mag word nie gedurende 'n werknemer se siekteverlof met besoldiging wat ingevolge klousule 10 toegestaan word, of in die geval van afwesigheidstydperke ingevolge klousule 9, vóór die afloop van 14 kalenderdae vanaf die aanvang van sodanige afwesigheidstydperke waar dit gestaaf word deur 'n sertifikaat, geteken deur 'n geregistreerde mediese praktisyn, wat die aard en duur van die werknemer se ongeskiktheid bevestig; en sodanige doktersertifikaat binne drie dae na die begin van sodanige afwesigheid by die werkgewer ingegee word.

(4) 'n Afskrif van die kennisgewing in hierdie klousule bedoel, moet in die vorm van Aanhangsel C deur die werkgewer aan die Raad gestuur word.

(5) Hierdie klousule is nie op 'n werknemer wat vir 'n proeftydperk van hoogstens een week in diens is, of op 'n los werknemer van toepassing nie.

26. BEDIENING VAN BANDSAAG DEUR SLAGTERS-ASSISTENTE OF ARBEIDERS

'n Werkgewer kan 'n skriftelike aansoek aan die Raad voorlê dat 'n genoemde slagtersassistent of arbeider in sy diens toegelaat moet word om 'n bepaalde bedryfsinrigting afgestroopte of skeenbene, gewoonweg bekend as honde- of sopvleis, met 'n bandsaag op te saag.

Die Raad moet sodanige toestemming verleen: Met dien verstande dat hoogstens een werknemer, of hy 'n slagtersassistent of 'n arbeider is, toegelaat mag word om die pligte hierin vermeld in 'n bedryfsinrigting te verrig. Voorts met dien verstande dat die Raad sodanige toestemming en die toekomstige reg daarop vir sodanige tydperk as wat nodig geag word, kan intrek indien 'n arbeider of 'n slagtersassistent toegelaat word om 'n bandsaag te gebruik sonder die voorafgaande toestemming van die Raad ingevolge hierdie klousule en in stryd met die vereistes van hierdie Ooreenkoms en geen werkgewer of vleissnytegnikus mag 'n slagtersassistent of 'n arbeider toelaat om 'n bandsaag te bedien nie, uitgesonderd met die verlof van die Raad ingevolge hierdie klousule.

27. ADVERTISING

Whenever an employer advertises or displays prices for his meat, other than prices for offal pieces, minced or processed meats or similarly ungraded meats, and if the actual meat bearing the grade mark thereof is not displayed with the price so stated he shall in respect of each and every price so stated also state in equal dimensions the specific grade or each of the specific grades of meat procurable at such price in accordance with the grading classification applied thereto by the Division of Economics and Marketing of the Department of Agricultural Economics and Marketing in terms of Government Notice 1300 of 19 July 1953, as amended.

28. UNCLAIMED OR UNPAID MONEYS IN THE POSSESSION OF THE COUNCIL

Benefits or refundable moneys in terms of clause 11 of the Agreement, which remain unclaimed for a period of two years from the date on which they became payable or refundable shall accrue to the funds of the Council: Provided that the Council shall be liable for payment from Council funds of any such moneys claimed during a further period of three years after such accrual to the Council's funds. Should the Council be dissolved within any or either of the periods mentioned herein and notwithstanding anything to the contrary contained in this clause, such moneys shall accrue to the Council's general funds three months after such dissolution.

Signed at Johannesburg on behalf of the parties to the Industrial Council for the Retail Meat Trade (Witwatersrand) this 2nd day of December 1974.

F. J. STIGLINGH, Chairman of the Council.

F. J. BENADIE, Vice-Chairman of the Council.

R. W. WARD, Secretary of the Council.

ANNEXURE A

NOTIFICATION OF COMMENCEMENT OF ANNUAL LEAVE IN TERMS OF CLAUSE 8 (4) OF THE AGREEMENT

Name of firm.....

Address.....

Date.....

The Secretary
Industrial Council for the Retail Meat Trade (Witwatersrand)
P.O. Box 10589
Johannesburg, 2000

COMMENCEMENT OF ANNUAL LEAVE

Dear Sir,

Mr/Mrs/Miss.....
who is employed by me as a.....
(state occupation)

has proceeded on annual leave from.....19.....
to.....19..... and received R..... leave pay
on the.....19.....

Yours faithfully,

Employer

Signature of employee

Note.—To be completed in duplicate immediately an employee is due to proceed on annual leave. The original to be forwarded to the Secretary, Industrial Council for the Retail Meat Trade (Witwatersrand), P.O. Box 10589, Johannesburg, 2000, and the copy to be retained by the employer for record purposes.

ANNEXURE B

NOTIFICATION OF PAYMENT OF SICK LEAVE IN TERMS OF CLAUSE 10 (4) OF THE AGREEMENT

Name of firm.....

Address.....

Date.....

The Secretary
Industrial Council for the Retail Meat Trade (Witwatersrand)
P.O. Box 10589
Johannesburg, 2000

PAYMENT OF SICK LEAVE

Dear Sir,

Mr/Mrs/Miss.....
who is employed by me as.....
(state occupation)

has had.....days' sick leave and was paid for.....days'
sick leave on the.....19.....

Yours faithfully,

Employer

Signature of employee
(if available)

27. ADVERTIEER

Wanneer 'n werkgewer pryse vir sy vleis adverteer of vertoon, uitgesonderd pryse vir afvalstukke, gemaalde of prosessebewerkte vleis of soortgelyke ongegradeerde vleis, en indien die werklike vleis met die graadmerk daarop nie vertoon word saam met die prys wat genoem word nie, moet hy ten opsigte van elke en iedere prys wat aldus genoem word, in dieselfde grootte letters ook die bepaalde graad of elk van die bepaalde grade vleis noem wat verkrygbaar is teen sodanige prys in ooreenstemming met die graderingsklassifikasie wat deur die afdeling Ekonomie en Bemaking van die Departement van Landbou-ekonomie en -bemaking daarop toegepas word kragtens Goewermentskennisgewing 1300 van 19 Junie 1953, soos gewysig.

28. ONOPGEËISTE OF ONUITBETAALDE GELD IN BESIT VAN DIE RAAD

Voordele of terugbetaalbare geld kragtens klousule 11 van die Ooreenkoms verkry wat onopgeëis bly vir 'n tydperk van twee jaar vanaf die datum waarop dit betaalbaar of terugbetaalbaar geword het, kom die fondse van die Raad toe: Met dien verstande dat die Raad aanspreeklik is vir die betaling uit Raadsfondse van enige sodanige geld wat opgeëis word gedurende 'n verdere tydperk van drie jaar nadat dit die Raadsfondse toegekom het. Indien die Raad ontbind word binne enigeen van die tydperke hierin genoem, kom dié geld, ondanks andersluidende bepalinge in hierdie klousule, die Raadsfondse toe binne drie maande na sodanige ontbinding.

Namens die partye by die Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand) op hede die 2de dag van Desember 1974 in Johannesburg onderteken.

F. J. STIGLINGH, Voorsitter van die Raad.

F. J. BENADIE, Ondervoorzitter van die Raad.

R. W. WARD, Sekretaris van die Raad.

AANHANGSEL A

KENNISGEWING AANGAANDE DIE AANVANG VAN JAARLIKSE VERLOF Kragtens KLOUSULE 8 (4) VAN DIE OOREENKOMS

Naam van firma.....

Adres.....

Datum.....

Die Sekretaris
Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand)
Posbus 10589
Johannesburg, 2000

AANVANG VAN JAARLIKSE VERLOF

Meneer,

Mnr./Mev./Mej.....
wat by my in diens is as.....
(meld beroep)

is met jaarlikse verlof afwesig vanaf.....19.....
tot.....19..... en het op.....19..... R.....
aan verlofbesoldiging ontvang.

Die uwe,

Werkgewer

Handtekening van werknemer

Opmerking.—Moet in tweevoud ingevul word sodra 'n werknemer op sy jaarlikse verlof geregtig is. Die oorspronklike moet aan die Sekretaris, Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand), Posbus 10589, Johannesburg, 2000, gestuur en die kopie deur die werkgewer vir registrasiedoeleindes bewaar word.

AANHANGSEL B

KENNISGEWING VAN SIEKTEVERLOFBESOLDIGING Kragtens KLOUSULE 10 (1) VAN DIE OOREENKOMS

Naam van firma.....

Adres.....

Datum.....

Die Sekretaris
Nywerheidsraad vir die Kleinhandelvleisbedryf (Witwatersrand)
Posbus 10589
Johannesburg, 2000

BESOLDIGING VIR SIEKTEVERLOF

Meneer,

Mnr./Mev./Mej.....
wat by my in diens is as.....
(meld beroep)

het.....dae siekteverlof gehad en is op.....19.....
vir.....dae siekteverlof besoldig.

Die uwe,

Werkgewer

Handtekening van werknemer
(indien beskikbaar)

[illegible]

SIEKTEBYSTANDSFONDS- EN VOORSORGFONDSBYDRAES EN RAADSHEFFINGS

Maand.....19.....

.....
Datum

No. R. 735

18 April 1975

SHOPS AND OFFICES ACT, 1964

RETAIL MEAT TRADE (WITWATERSRAND).—
EXEMPTION FROM SICK LEAVE PROVISIONS

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 14 (1) of the Shops and Offices Act, 1964, and with effect from the second Monday after the date of publication of this notice and for such period or periods as the Agreement, published under Government Notice R. 734 of 18 April 1975, may be binding in terms of the Industrial Conciliation Act, 1956, exempt all employers who are subject to the provisions of the said Agreement from the requirements of section 7 of the first-mentioned Act in respect of employees who are entitled to sickness compensation in terms of clause 9 of the said Agreement.

M. VILJOEN, Minister of Labour.

No. R. 736

18 April 1975

INDUSTRIAL CONCILIATION ACT, 1956

RETAIL MEAT TRADE (WITWATERSRAND).—
CANCELLATION OF GOVERNMENT NOTICE

I, Marais Viljoen, Minister of Labour, hereby, in terms of section 48 (5) of the Industrial Conciliation Act, 1956, cancel Government Notice R. 229 of 7 February 1975, with effect from the second Monday after the date of publication of this notice.

M. VILJOEN, Minister of Labour.

No. R. 737

18 April 1975

INDUSTRIAL CONCILIATION ACT, 1956

RETAIL MEAT TRADE (WITWATERSRAND).—
TRAINING SCHEME AGREEMENT

I, Marais Viljoen, Minister of Labour, hereby—

(a) in terms of section 48 (1) (a) of the Industrial Conciliation Act, 1956, declare that all the provisions of the Agreement which appears in the Schedule hereto and which relates to the Retail Meat Trade shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending one year from the said Monday, upon the employers' organisation and the trade union which entered into the Agreement and upon the employers and employees who are members of the said organisation or union; and

(b) in terms of section 48 (1) (b) of the said Act, declare that the provisions of the Agreement, excluding those contained in clauses 1 (1) (a), 2 and 7, shall be binding, with effect from the second Monday after the date of publication of this notice and for the period ending one year from the said Monday, upon all employers and employees other than those referred to in paragraph (a) of this notice, who are engaged or employed in the said trade in the areas specified in clause 1 (1) (b) of the Agreement.

M. VILJOEN, Minister of Labour.

No. R. 735

18 April 1975

WET OP WINKELS EN KANTORE, 1964

KLEINHANDELVLEISBEDRYF (WITWATERS-
RAND).—VRYSTELLING VAN SIEKTEVERLOF-
BEPALINGS

Ek, Marais Viljoen, Minister van Arbeid, stel hierby, ingevolge artikel 14 (1) van die Wet op Winkels en Kantore, 1964, en met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir sodanige tydperk of tydperke as wat die Ooreenkoms, gepubliseer by Goewermentskennisgewing R. 734 van 18 April 1975, ingevolge die Wet op Nywerheids-
versoening, 1956, bindend mag wees, alle werkgewers wat onderworpe is aan die bepalings van genoemde Ooreenkoms, vry van die vereistes van artikel 7 van eersgenoemde Wet ten opsigte van werknemers wat ingevolge klousule 9 van genoemde Ooreenkoms op siektevergoeding geregtig is.

M. VILJOEN, Minister van Arbeid.

No. R. 736

18 April 1975

WET OP NYWERHEIDSVERSOENING, 1956

KLEINHANDELVLEISBEDRYF (WITWATERS-
RAND).—INTREKKING VAN GOEWERMENTS-
KENNISGEWING

Ek, Marais Viljoen, Minister van Arbeid, trek hierby, kragtens artikel 48 (5) van die Wet op Nywerheids-
versoening, 1956, Goewermentskennisgewing R. 229 van 7 Februarie 1975 in, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing.

M. VILJOEN, Minister van Arbeid.

No. R. 737

18 April 1975

WET OP NYWERHEIDSVERSOENING, 1956

KLEINHANDELVLEISBEDRYF (WITWATERS-
RAND).—OPLEIDINGSKEMA-OOREENKOMS

Ek, Marais Viljoen, Minister van Arbeid, verklaar hierby—

(a) kragtens artikel 48 (1) (a) van die Wet op Nywerheidsversoening, 1956, dat al die bepalings van die Ooreenkoms wat in die Bylae hiervan verskyn en op die Kleinhandelvleisbedryf betrekking het, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde Maandag eindig, bindend is vir die werkgewersorganisasie en die vakvereniging wat die Ooreenkoms aangegaan het en vir die werkgewers en werknemers wat lede van genoemde organisasie of vereniging is; en

(b) kragtens artikel 48 (1) (b) van genoemde Wet, dat die bepalings van die Ooreenkoms, uitgesonderd dié vervat in klousules 1 (1) (a), 2 en 7, met ingang van die tweede Maandag na die datum van publikasie van hierdie kennisgewing en vir die tydperk wat een jaar vanaf genoemde Maandag eindig, bindend is vir alle ander werkgewers en werknemers as dié genoem in paragraaf (a) van hierdie kennisgewing, wat betrokke is by of in diens is in genoemde Bedryf in die gebiede gespesifiseer in klousule 1 (1) (b) van die Ooreenkoms.

M. VILJOEN, Minister van Arbeid.

**SCHEDULE
INDUSTRIAL COUNCIL FOR THE RETAIL MEAT TRADE
(WITWATERSRAND)
AGREEMENT**

in accordance with the provisions of the Industrial Conciliation Act, No. 28 of 1956, made and entered into by and between the Witwatersrand Retail Master Butchers' Association (hereinafter referred to as the "employers" or the "employers' organisation"), of the one part, and the

Transvaal Retail Meat Trade Employees' Union (hereinafter referred to as the "employees" or the "trade union"), of the other part, being parties to the Industrial Council for the Retail Meat Trade (Witwatersrand).

1. SCOPE OF APPLICATION OF AGREEMENT

(1) The terms of this Agreement shall be observed in the Retail Meat Trade (Witwatersrand)—

(a) by all employers who are members of the employers' organisation and by all employees who are members of the trade union, who are engaged or employed therein;

(b) in the Magisterial Districts of Alberton, Benoni, Boksburg (excluding that portion which was transferred from the Magisterial District of Heidelberg in terms of Government Notice 1779 of 6 November 1964), Brakpan (excluding those portions which were transferred from the Magisterial District of Nigel in terms of Government Notices 498 of 1 April 1966 and 871 of 26 May 1972 and from the Magisterial District of Heidelberg in terms of Government Notice 1779 of 6 November 1964), Germiston, Johannesburg, Kempton Park (excluding those portions which were transferred from the Magisterial District of Pretoria in terms of Government Notices 556 of 29 March 1956, as amended by Government Notice 962 of 1 June 1956, and 1618 of 2 October 1970), Krugersdorp (excluding those portions which were transferred from the Magisterial Districts of Randfontein and Brits in terms of Government Notices 749 of 19 May 1961 and 894 of 26 May 1972, respectively), Roodepoort and Springs, that portion of the Magisterial District of Delmas which, prior to the publication of Government Notice 2880 of 12 December 1952, fell within the Magisterial District of Springs, that portion of the Magisterial District of Heidelberg which, prior to the publication of Government Notice 2095 of 27 November 1970, fell within the Magisterial District of Brakpan, that portion of the Magisterial District of Koster which, prior to the publication of Government Notice 1105 of 26 July 1963, fell within the Magisterial District of Krugersdorp, those portions of the Magisterial District of Randburg which, prior to the publication of Government Notice 2152 of 22 November 1974, fell within the Magisterial Districts of Johannesburg, Kempton Park, Krugersdorp and Roodepoort, that portion of the Magisterial District of Randfontein which, prior to the publication of Government Notice 2546 of 5 December 1947, fell within the Magisterial District of Krugersdorp (but excluding the farm Holfontein 17) and that portion of the Magisterial District of Westonaria which, prior to the publication of Government Notice 1476 of 30 September 1966, fell within the Magisterial District of Roodepoort.

(2) Notwithstanding the provisions of subclause (1), the terms of this Agreement shall—

(a) only apply in respect of employees for whom wages are prescribed in the Main Agreement;

(b) not apply to employees wholly or mainly employed in Bantu areas as defined in section 1 (1) of the Industrial Conciliation Act, 1956.

2. PERIOD OF OPERATION

This Agreement shall come into operation on such date as may be specified by the Minister of Labour in terms of section 48 of the Act, and shall remain in operation one year or for such period as may be determined by the Minister.

3. DEFINITIONS

Any terms used in this Agreement which are defined in the Industrial Conciliation Act, 1956, or in the Council's Main Agreement published in terms of Government Notice R. 734 of 18 April 1975, shall have the same meaning as in the said Act or Agreement, any reference to an Act or Agreement of the Council shall include any amendments thereto, and unless the contrary intention appears, words importing the masculine gender shall include females; further, unless inconsistent with the context—

"Employee Training Fund" or "Fund" means the Fund continued in terms of clause 4 of this Agreement.

"Employee Training Scheme" or "Scheme" means any scheme operating in terms of clause 5 of this Agreement.

**BYLAE
NYWERHEIDSRAAD VIR DIE KLEINHANDEL-
VLEISBEDRYF (WITWATERSRAND)
OOREENKOMS**

ingevolge die Wet op Nywerheidsversoening, 1956, gesluit deur en aangegaan tussen die

Witwatersrand Retail Master Butchers' Association

(hierna die "werkgewers" of die "werkgewersorganisasie" genoem), aan die een kant, en die

Transvaal Retail Meat Trade Employees' Union

(hierna die "werknemers" of die "vakvereniging" genoem), aan die ander kant,

wat die partye is by die Nywerheidsraad vir die Kleinhandel-vleisbedryf (Witwatersrand).

1. TOEPASSINGSBESTEK VAN OOREENKOMS

(1) Hierdie Ooreenkoms moet in die Kleinhandelvleisbedryf (Witwatersrand), nagekom word—

(a) deur alle werkgewers wat lede van die werkgewersorganisasie is en deur alle werknemers wat lede van die vakvereniging is, wat by genoemde Bedryf betrokke is of daarin werksaam is;

(b) in die landdrosdistrikte Alberton, Benoni, Boksburg (uitgesonderd daardie gedeelte wat ingevolge Goewermentskennisgewing 1779 van 6 November 1964 vanaf die landdrosdistrik Heidelberg oorgeplaas is), Brakpan (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 498 van 1 April 1966 en 871 van 26 Mei 1972 vanaf die landdrosdistrik Nigel en ingevolge Goewermentskennisgewing 1779 van 6 November 1964 vanaf die landdrosdistrik Heidelberg oorgeplaas is), Germiston, Johannesburg, Kempton Park (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 556 van 29 Maart 1956, soos gewysig by Goewermentskennisgewing 962 van 1 Junie 1956, en 1618 van 2 Oktober 1970 vanaf die landdrosdistrik Pretoria oorgeplaas is), Krugersdorp (uitgesonderd daardie gedeeltes wat ingevolge Goewermentskennisgewings 749 van 19 Mei 1961 en 894 van 26 Mei 1972 vanaf onderskeidelik die landdrosdistrikte Randfontein en Brits oorgeplaas is), Roodepoort en Springs, daardie gedeelte van die landdrosdistrik Delmas wat voor die publikasie van Goewermentskennisgewing 2880 van 12 Desember 1952 binne die landdrosdistrik Springs geval het, daardie gedeelte van die landdrosdistrik Heidelberg wat voor die publikasie van Goewermentskennisgewing 2095 van 27 November 1970 binne die landdrosdistrik Brakpan geval het, daardie gedeelte van die landdrosdistrik Koster wat voor die publikasie van Goewermentskennisgewing 1105 van 26 Julie 1963 binne die landdrosdistrik Krugersdorp geval het, daardie gedeeltes van die landdrosdistrik Randburg wat voor die publikasie van Goewermentskennisgewing 2152 van 22 November 1974 binne die landdrosdistrikte Johannesburg, Kempton Park, Krugersdorp en Roodepoort geval het, daardie gedeelte van die landdrosdistrik Randfontein wat voor die publikasie van Goewermentskennisgewing 2546 van 5 Desember 1947 binne die landdrosdistrik Krugersdorp geval het (maar uitgesonderd die plaas Holfontein 17) en daardie gedeelte van die landdrosdistrik Westonaria wat voor die publikasie van Goewermentskennisgewing 1476 van 30 September 1966 binne die landdrosdistrik Roodepoort geval het.

(2) Ondanks subklousule (1) is hierdie Ooreenkoms—

(a) slegs van toepassing ten opsigte van werknemers vir wie lone in die Hoof-ooreenkoms voorgeskryf word;

(b) nie van toepassing nie op werknemers wat uitsluitlik of hoofsaaklik werksaam is in Bantoegebiede soos omskryf in artikel 1 (1) van die Wet op Nywerheidsversoening, 1956.

2. GELDIGHEIDSDUUR VAN OOREENKOMS

Hierdie Ooreenkoms tree in werking op 'n datum wat die Minister van Arbeid ingevolge artikel 48 van die Wet bepaal en bly een jaar lank van krag of vir dié tydperk wat die Minister mag vasstel.

3. WOORDOMSKRYWING

Alle uitdrukkings wat in hierdie Ooreenkoms gebesig en in die Wet op Nywerheidsversoening, 1956, of in die Raad se Hoof-ooreenkoms gepubliseer by Goewermentskennisgewing R. 734 van 18 April 1975, omskryf word, het dieselfde betekenis as in genoemde Wet of Ooreenkoms, alle verwysings na 'n Wet of Ooreenkoms van die Raad omvat alle wysigings daarvan, en tensy die teenoorgestelde bedoeling blyk, omvat woorde wat die manlike geslag aandui ook vroue; voorts, tensy onbestaanbaar met die samehang, beteken—

"Werknemersopleidingsfonds" of "Fonds" die Fonds wat ooreenkomsstig klousule 4 van hierdie Ooreenkoms voortgesit word.

"Werknemersopleidingskema" of "Skema" enige skema wat ooreenkomsstig klousule 5 van hierdie Ooreenkoms in werking is.

4. EMPLOYEE TRAINING FUND

(1) There is hereby continued an "Employee Training Fund" (hereinafter referred to as the "Fund"), established in terms of clause 30 of the Council's Agreement published under Government Notice R. 1187 dated 9 July 1971 and amended by Government Notice R. 2287 dated 7 December 1973, and into which Fund shall be paid levies in terms of subclause (2) of this clause.

(2) Every employer shall pay to the Council in respect of each establishment used by him for the conduct of the trade, a levy of 50 cents per week and such levy shall be forwarded monthly to the Secretary of the Council by not later than the 10th day of each month following the month to which payment refers. Where an employer uses more than one set of premises, any one which is not contiguous to another, then each of such separate premises shall be deemed to be an establishment for the purposes of this subclause.

(3) The moneys received by the Council in terms of subclause (2) of this clause shall be kept in a separate banking account and shall be utilised by the Council for the purposes of the administration of the Fund and of meeting the expenses connected and incurred with the operation of the Employee Training Scheme referred to in clause 5.

(4) All payments from the Fund shall be by cheque drawn on the Fund's account. All such cheques shall be signed by the Chairman or Vice-Chairman of the Council and countersigned by the Secretary.

(5) All expenses incurred in connection with the administration of the Fund shall be charged upon the Fund.

(6) The Council shall cause full and true accounts of the Fund to be kept and shall cause to be prepared an annual account for the period ending 30 June of each year of all the revenue and expenditure of the Fund, and a statement showing its assets and liabilities. Every such account and statement shall be certified by the auditor of the Council who shall be a public accountant and shall be countersigned by the Chairman of the Council, and shall, within three months after the close of the period covered by it, be transmitted to the Secretary for Labour together with any report made thereon by the said auditor. A copy of the annual accounts and balance sheet shall be available for inspection by the employers contributing to the Fund.

(7) Moneys surplus to the Fund's requirements shall not be invested otherwise than in accordance with section 21 (3) of the Act.

(8) The members of the Council and the officers and employees of the Council shall not be liable for the debts and liabilities of the Fund and they are hereby indemnified by the Fund against all losses and expenses incurred by them in or about the bona fide discharge of their duties.

(9) In the event of the expiry of this Agreement or any extension or renewal thereof by effluxion of time or cessation for any other cause and a subsequent agreement providing for the continuation of the Fund not being negotiated within a period of two years from the date of expiry or the moneys not being transferred by the Council within such period to any other fund constituted for the same purpose as that for which the Fund was created, the Fund shall be liquidated by the Council. The Fund shall, during the said period of two years or until such time as it is transferred to any other fund referred to above or continued by a subsequent agreement be administered by the Council.

(10) In the event of the dissolution of the Council or in the event of it ceasing to function in terms of section 34 (2) of the Act during any period in which this Agreement is binding, the Registrar may appoint a committee from employers and employees in the Trade on the basis of equal representation on both sides and the Fund shall be administered by such committee. Any vacancy occurring on the committee may be filled by the Registrar from amongst employers and employees in the Trade, as the case may be, so as to ensure an equality of employer and employee representatives on the committee. In the event of such committee being unable or unwilling to discharge its duties or a deadlock arising thereon which renders the administration of the Fund impracticable or undesirable in the opinion of the Registrar, he may appoint a trustee or trustees to carry out the duties of the committee and such trustee(s) shall possess all the powers of the committee for such purpose. In the event of there being no Council in existence, the Fund shall, upon the expiry of this Agreement, be liquidated by the committee functioning in terms of this subclause, or the trustee or trustees, as the case may be, and any unexpended amount shall be disposed of in accordance with subclause (11) of this clause.

4. WERKNEMERSOPLEIDINGSFONDS

(1) Die "Werknemersopleidingsfonds" (hierna die "Fonds" genoem) wat ingestel is ooreenkomstig klousule 30 van die Raad se Ooreenkoms, gepubliseer by Goewermmentskennisgewing R. 1187 van 9 Julie 1971 en gewysig by Goewermmentskennisgewing R. 2287 van 7 Desember 1973, word hierby voortgesit en heffings ooreenkomstig subklousule (2) van hierdie klousule moet in hierdie Fonds gestort word.

(2) Elke werkgewer moet ten opsigte van elke bedryfsinrigting wat hy vir die beoefening van die bedryf gebruik, 'n heffing van 50 sent per week aan die Raad betaal, en sodanige heffing moet maandeliks voor of op die 10de dag van elke maand wat volg op die maand waarop die betaling betrekking het, aan die Sekretaris van die Raad gestuur word. Wanneer 'n werkgewer meer as een perseel gebruik, waarvan geen een aan 'n ander grens nie, moet elke sodanige afsonderlike perseel vir die toepassing van hierdie subklousule geag word 'n bedryfsinrigting te wees.

(3) Die geld wat ooreenkomstig subklousule (2) van hierdie klousule deur die Raad ontvang word, moet in 'n afsonderlike bankrekening gehou en deur die Raad gebruik word vir die administrasie van die Fonds en ter bestryding van die uitgawes in verband met en aangegaan ten opsigte van die funksionering van die Werknemersopleidingskema in klousule 5 bedoel.

(4) Alle betalings uit die Fonds moet geskied per tjek wat op die Fonds se rekening getrek word. Alle sodanige tjeks moet deur die Voorsitter of Ondervoorsitter van die Raad onderteken en deur die Sekretaris medeonderteken word.

(5) Alle uitgawes aangegaan in verband met die administrasie van die Fonds kom ten laste van die Fonds.

(6) Die Raad moet sorg dat volledige en juiste rekenings van die Fonds gehou word en moet toesien dat 'n jaarrekening van al die inkomste en uitgawes van die Fonds vir die tydperk eindigende 30 Junie van elke jaar en 'n staat met sy bate en laste opgestel word. Elke sodanige rekening en staat moet gesertifiseer word deur die ouditeur van die Raad wat 'n openbare rekenmeester moet wees, en moet deur die Voorsitter van die Raad medeonderteken word, en moet binne drie maande na die einde van die tydperk wat dit dek, tesame met enige verslag wat genoemde ouditeur daarvoor geskryf het, aan die Sekretaris van Arbeid gestuur word. 'n Afskrif van die jaarrekenings en balansstaat moet beskikbaar wees ter insae van werkgewers wat tot die Fonds bydra.

(7) Geld wat oorbly nadat al die Fonds se verpligtings nagekom is, mag belê word net op die wyse in artikel 21 (3) van die Wet voorgeskryf.

(8) Die lede van die Raad en die beampptes en werknemers van die Raad is nie aanspreeklik vir die skulde en verpligtings van die Fonds nie, en hulle word hierby deur die Fonds gevrywaar teen alle verliese en uitgawes wat hulle in of in verband met die bona fide-uitvoering van hul pligte aangaan.

(9) In geval van die verstryking van hierdie Ooreenkoms of enige verlenging of hernuwing daarvan met verloop van tyd of beëindiging om enige ander rede, en indien geen latere ooreenkoms vir die voortsetting van die Fonds binne twee jaar vanaf die datum van sodanige verstryking beding word nie of die geld nie deur die Raad binne sodanige tyd oorgedra word na enige ander fonds wat vir dieselfde doel ingestel is as dié waarvoor die oorspronklike Fonds ingestel was nie, moet die Fonds deur die Raad gelikwdeer word. Gedurende die gemelde tydperk van twee jaar of tot tyd en wyl dit oorgeplaas word na enige ander fonds hierbo vermeld, of by 'n latere ooreenkoms voortgesit word, moet die Fonds deur die Raad geadministreer word.

(10) In geval van die ontbinding van die Raad of indien dit ingevolge artikel 34 (2) van die Wet ophou om te funksioneer gedurende enige tydperk waarin hierdie Ooreenkoms bindend is, kan die Registrateur 'n komitee van werkgewers en werknemers in die Bedryf aanstel op die grondslag van gelyke verteenwoordiging van albei kante, en sodanige komitee moet die Fonds administreer. Enige vakature wat in die komitee ontstaan, kan deur die Registrateur gevul word uit werkgewers en werknemers in die bedryf, na gelang van die geval, om gelyke verteenwoordiging van werkgewers en werknemers in die komitee te verseker. Indien sodanige komitee nie in staat is nie of onwillig is om sy pligte uit te voer of daar 'n dooie punt ontstaan waardeur die administrasie van die Fonds na die mening van die Registrateur onprakties of onwenslik gemaak word, kan hy 'n trustee of trustees aanstel om die pligte van die komitee uit te voer, en sodanige trustee(s) is vir sodanige doeleindes met al die bevoegdhede van die komitee beklee. Indien daar geen Raad bestaan nie, moet die Fonds by die verstryking van hierdie Ooreenkoms gelikwdeer word deur die komitee wat ooreenkomstig hierdie subklousule funksioneer, of deur die trustee of trustees, na gelang van die geval, en moet daar oor enige onbestede bedrag ooreenkomstig subklousule (11) van hierdie klousule beskik word.

(11) Upon liquidation of the Fund in terms of subclauses (9) or (10) of this clause, the moneys remaining to the credit of the Fund after the payment of all claims against the Fund, including administration and liquidation expenses, shall be paid into the general funds of the Council, and if upon such liquidation the affairs of the Council have already been wound up and its assets distributed the balance of this Fund shall be paid over to the employers' organisation. Should the employers' organisation no longer be in existence, the moneys to be paid over in terms of this subclause shall be dealt with in accordance with the provisions of section 13 of the Act as though such moneys formed part of the assets of the employers' organisation.

5. EMPLOYEE TRAINING SCHEME

(1) The Council shall prescribe training conditions and procedures to be observed by employers in respect of trainee meat cutting technicians and shall also prescribe trade tests and examinations which the said trainee meat cutting technicians must pass to qualify as meat cutting technicians.

(2) (a) The employment of a trainee meat cutting technician shall be subject to the permission of the Council and, provided that proper training facilities exist, to the following conditions:

(i) The trainee (and his guardian, if he is a minor), shall agree, in writing, to accept employment with an employer, designated by the Council, for a period of 12 consecutive months and to undergo a training course and to fulfil the conditions attached thereto as provided for trainee meat cutting technicians from time to time in terms of subclause (1) of this clause.

(ii) An employer undertaking to employ a trainee meat cutting technician shall agree, in writing, to employ such trainee for a period of 12 consecutive months and ensure that the trainee shall receive the instruction and tuition prescribed for trainee meat cutting technicians as provided for from time to time in terms of subclause (1) of this clause.

(b) The Council may in its sole discretion relieve either the employer or the trainee of his undertaking to employ or to remain in the employer's employment, as the case may be, for a period of 12 consecutive months, if the Council finds that, in its opinion, either the employer or the trainee, has failed to fulfil his obligations in terms of paragraph (a) of this subclause, as the case may be. The Council may also authorise the employment of any trainee, who is relieved of his obligation to remain in the employment of the employer, by such other employer as the Council may designate, for the balance of the period of 12 consecutive months and the conditions prescribed in the aforementioned paragraphs shall apply *mutatis mutandis* in respect of such authorisation.

(c) Application for permission to work as a trainee meat cutting technician shall be accompanied by a medical certificate in the form prescribed in Annexure A. The cost of the medical examination shall be borne by the prospective employer.

(d) The Secretary of the Council shall issue to each employee who has been granted permission to work as a trainee meat cutting technician a certificate of learnership showing the name of the employee, the class of work and the operations in respect of which the learnership is granted, age, minimum wage payable to him, and the period during which the permission shall be effective.

(e) A duplicate copy of every certificate issued in terms of paragraph (d) shall be kept by the Council. The employer shall return the original certificate upon either the transfer of a trainee, or upon completion of the training in order that the Council may endorse it to such effect. A certificate endorsed by the Council to the effect that the employee has completed the training in terms of the provisions of this Agreement, shall become the property of the employee concerned.

(f) Trainees shall be granted in the ratio of one to every one employee in receipt of the wages prescribed for meat cutting technicians as defined in the Council's Main Agreement.

(3) A trainee who completed the training course for trainee meat cutting technicians but fails to pass a trade test upon such completion may continue his employment as a trainee meat cutting technician until such time as he passes the said trade test which he may apply to undergo at any stage during the following ensuing 12 consecutive months, and in the event of his still not passing the trade test, he shall cease to qualify for further employment as a trainee meat cutting technician and his employment as such shall cease.

(4) Trainee meat cutting technicians who pass the trade test with a 75 per cent or higher pass mark and employees who qualified for employment as meat cutting technicians prior to 17 December 1973, as well as any person who thereafter completes a contract of apprenticeship or learnership in the Retail Meat Trade may voluntarily enter for the training course provided for shop controllers in terms of subclause (1) of this clause and

(11) By likwidasië van die Fonds ooreenkomstig subklousule (9) of (10) van hierdie klousule, moet die geld wat in die krediet van die Fonds oorbly nadat alle eise teen die Fonds, met inbegrip van administrasie- en likwidasiëkoste, betaal is, in die algemene fondse van die Raad gestort word, en indien die Raad se sake by verstryking van die Ooreenkoms reeds afgewikkel en sy bates verdeel is, moet die saldo van hierdie Fonds aan die werkgewersorganisasie oorgedra word. Indien die werkgewersorganisasie nie meer bestaan nie, moet oor die geld wat ooreenkomstig hierdie subklousule oorbetal moet word, beskik word ingevolge artikel 13 van die Wet asof sodanige geld deel van die bates van die werkgewersorganisasie uitmaak.

5. WERKNEMERSOPLEIDINGSKEMA

(1) Die Raad moet opleidingsvoorwaardes en -prosedures voorskryf wat nagekom moet word deur werkgewers ten opsigte van leerlingveleissnytegnici en moet ook ambagstoets- en eksamens voorskryf waarin genoemde leerlingveleissnytegnici moet slaag om as veleissnytegnici te kwalifiseer.

(2) (a) Die indiensneming van leerlingveleissnytegnici is onderworpe aan die goedkeuring van die Raad en, mits geskikte opleidingsfasiliteite bestaan, aan die volgende voorwaardes:

(i) Die leerling (en, indien hy minderjarig is, sy voog) moet skriftelik ooreenkom om vir 'n tydperk van 12 agtereenvolgende maande in diens te tree by 'n werkgewer deur die Raad aangewys, om 'n opleidingskursus te volg en om die voorwaardes daaraan verbonde waarvoor van tyd tot tyd vir leerlingveleissnytegnici ooreenkomstig subklousule (1) van hierdie klousule voorsiening gemaak word, na te kom.

(ii) 'n Werkgewer wat onderneem om 'n leerlingveleissnytegnikus in diens te neem, moet skriftelik ooreenkom om sodanige leerling vir 'n tydperk van 12 agtereenvolgende maande in diens te hou en om toe te sien dat die leerling die opleiding en onderrig ontvang wat voorgeskryf word vir leerlingveleissnytegnici en waarvoor van tyd tot tyd ooreenkomstig subklousule (1) van hierdie klousule voorsiening gemaak word.

(b) Die Raad kan na eie uitsluitlike goedvinde of die werkgewer of die leerling onthef van sy onderneming om die leerling in diens te hou of om in die werkgewer se diens te bly, na gelang van die geval, vir 'n tydperk van 12 agtereenvolgende maande, indien die Raad bevind dat, na sy mening, of die werkgewer of die leerling nie sy verpligtinge ooreenkomstig paragraaf (a) van hierdie subklousule, na gelang van die geval, nagekom het nie. Die Raad kan ook magtiging daartoe verleen dat 'n leerling wat onthef is van sy verpligting om in diens van 'n werkgewer te bly, vir die oorblywende gedeelte van die tydperk van 12 agtereenvolgende maande in diens geneem word deur 'n ander werkgewer wat die Raad mag aanwys, en die voorwaardes wat in bogenoemde paragrafe voorgeskryf is, geld *mutatis mutandis* ten opsigte van sodanige magtiging.

(c) 'n Aansoek om toestemming om as 'n leerlingveleissnytegnikus te werk moet vergesel gaan van 'n doktersertifikaat in die vorm soos in Aanhangsel A voorgeskryf. Die koste van die mediese ondersoek moet deur die voornemende werkgewer gedra word.

(d) Die Sekretaris van die Raad moet aan elke werknemer aan wie toestemming verleen is om as leerlingveleissnytegnikus te werk 'n leerlingseertifikaat uitreik waarin die naam van die werknemer, die klas werk en die werksaamhede ten opsigte waarvan die leerlingseertifikaat toegestaan is, sy ouderdom, die minimum loon aan hom betaalbaar en die tydperk waarin die toestemming van krag sal wees, vermeld word.

(e) 'n Duplikaatkopie van elke sertifikaat wat ooreenkomstig paragraaf (d) uitgereik word, moet deur die Raad behou word. Die werkgewer moet die oorspronklike sertifikaat aan die Raad terugbesorg wanneer 'n leerling oorgeplaas word of wanneer hy sy opleiding voltooi sodat die Raad dit in diens voege kan endosseer. 'n Sertifikaat wat deur die Raad geëndosseer is ten effekte dat die werknemer sy opleiding ooreenkomstig die Ooreenkoms voltooi het, word die eiendom van die betrokke persoon.

(f) Leerling word toegeken in die verhouding van een leerling vir elke een werknemer wat die loon ontvang wat voorgeskryf is vir veleissnytegnikus soos in die Raad se Hoof-ooreenkoms omskryf.

(3) 'n Leerling wat die opleidingskursus vir leerlingveleissnytegnici voltooi maar na sodanige voltooiing nie in 'n ambagstoets slaag nie, kan as leerlingveleissnytegnikus in diens aanbly totdat hy geslaag het in genoemde ambagstoets, om die aflegging waarvan hy te eniger tyd gedurende die volgende 12 agtereenvolgende maande aansoek kan doen. Ingeval hy dan nog nie in die ambagstoets geslaag het nie, kwalifiseer hy nie meer vir verdere indiensneming as leerlingveleissnytegnikus nie en word sy diens as sodanig beëindig.

(4) Leerlingveleissnytegnici wat in die ambagstoets 'n slaagpunt van 75 persent of hoër behaal en werknemers wat voor 17 Desember 1973 vir indiensneming as veleissnytegnici gekwalifiseer het, asook enigiemand wat daarna 'n vakleerling- of leerkontrak in die Kleinhandelveleissnytegnieksektor voltooi, kan vrywillig vir die opleidingskursus vir winkelkontroleurs ooreenkomstig subklousule (1) van hierdie klousule inskryf en kan sodanige kursus

may repeat such course until such time as they succeed in passing the examinations requisite to obtaining the diploma issued to candidates successfully completing such course. A trainee meat cutting technician who has not obtained the required percentage mark to qualify to undergo a trainee shop controller's course, may repeat the prescribed trade test in order to obtain the required percentage mark.

(5) (a) In the case of trainee shop controllers the Council shall in conjunction with the Department of National Education from time to time arrange courses of training for trainee shop controllers whenever there is a sufficient number of such employees qualified and available to undertake such courses of training and such courses of training shall be conducted by and at an educational establishment of the said Department.

(b) In the case of persons seeking to be employed as trainee meat cutting technicians, the Council may similarly, in conjunction with the Department of National Education, arrange for such persons to undertake a course of training prior to taking up employment as trainee meat cutting technicians and may stipulate that the undertaking and successful completion of such a course of training shall be a prerequisite to being employed as a trainee meat cutting technician.

6. EXEMPTIONS

(1) The Council may grant exemption from any of the provisions of this Agreement to or in respect of any person for any good and sufficient reason.

(2) The Council shall fix, in respect of any person granted exemption under the provisions of subclause (1) the conditions subject to which such exemption shall operate: Provided that the Council may, if it deems fit, after one week's notice in writing has been given to the person concerned, withdraw an exemption whether or not the period for which the exemption was granted has expired.

(3) The Secretary of the Council shall issue to every person granted exemption in accordance with the provisions of this clause a licence of exemption signed by him, setting out—

- (a) full name of the person concerned;
- (b) the provisions of the Agreement from which exemption is granted;
- (c) the conditions fixed in accordance with the provisions of subclause (2) of this clause subject to which such exemption is granted; and
- (d) the period during which the exemption shall operate.

(4) The Secretary of the Council shall—

- (a) number consecutively all licences issued;
- (b) retain a copy of each licence issued; and
- (c) where an exemption is granted, forward a copy of the licence to the employer and employee concerned.

7. AGENTS

(1) The Council may appoint one or more specified persons as agents to assist in giving effect to the terms of this Agreement.

(2) It shall be the duty of every employer and employee to permit such agent to institute such enquiries and to examine such books and/or documents as may be necessary for this purpose.

Signed at Johannesburg on behalf of the parties this 2nd day of December, 1974.

F. J. STIGLINGH, Chairman of the Council.

F. J. BENADIE, Vice-Chairman of the Council.

R. W. WARD, Secretary of the Council.

ANNEXURE A

[Medical Certificate under clause 5 (2) (c) of this Agreement]

I certify that I have medically examined (full name).....

sex....., race....., who states that his/her present age is....., with the following results:

- (a) Condition of heart and circulation.....
- (b) Presence or absence of physical defect or deformity, including hernia.....
- (c) Condition of lungs.....
- (d) Condition as to tonsils and adenoids.....
- (e) Condition of glands of neck.....
- (f) Condition of teeth.....
- (g) Hearing.....
- (h) Sight.....
- (i) Communicable disease.....
- (j) Pediculosis.....
- (k) Physical development.....

I am satisfied/not satisfied that he/she is in sound health and fit for employment as a trainee meat cutting technician without danger to himself/herself or others.

Place..... Medical officer
Date.....19.....

herhaal totdat hulle slaag in die eksamen wat afgelê moet word vir die verkryging van die diploma wat uitgereik word aan kandidate wat sodanige kursus suksesvol voltooi. 'n Leerling-vleissnytegnikus wat nie die vereiste slaagpunt behaal het om te kwalifiseer om 'n leerlingwinkelkontroleurkursus te deurloop nie, kan die voorgeskrewe ambagtoets herhaal ten einde die vereiste persentasiepunt te behaal.

(5) (a) In die geval van leerlingwinkelkontroleurs moet die Raad in samewerking met die Departement van Nasionale Opvoeding van tyd tot tyd opleidingskursusse reël vir leerlingwinkelkontroleurs wanneer daar genoeg sodanige werknemers is wat gekwalifiseer en beskikbaar is om sodanige opleidingskursusse by te woon en sodanige opleidingskursusse moet gehou word deur en by 'n opvoedkundige inrigting van genoemde Departement.

(b) In die geval van persone wat verlang om as leerlingvleissnytegnici in diens geneem te word, kan die Raad insgelyks, in samewerking met die Departement van Nasionale Opvoeding, reël dat sodanige persone 'n opleidingskursus bywoon voordat hulle werk aanvaar as leerlingvleissnytegnici en kan hy stipuleer dat die bywoning en suksesvolle voltooiing van sodanige opleidingskursus 'n voorvereiste is vir indiensneming as leerlingvleissnytegnikus.

6. VRYSTELLINGS

(1) Die Raad kan, om enige afdoende rede aan of ten opsigte van enigiemand, vrystelling van enigeen van die bepalings van hierdie Ooreenkoms verleen.

(2) Die Raad moet ten opsigte van enigiemand aan wie vrystelling kragtens subklousule (1) verleen word, die voorwaardes waarkragtens sodanige vrystelling verleen word, vasstel: Met dien verstande dat die Raad na goedvinde en nadat een week skriftelike kennis aan die betrokke persoon gegee is, enige vrystelling kan herroep, of die tydperk waarvoor die vrystelling verleen is, verstryk het of nie.

(3) Die Sekretaris van die Raad moet aan elke persoon aan wie vrystelling ooreenkomstig hierdie klousule verleen word, 'n vrystellingstifikaat, deur hom onderteken, uitreik, waarin vermeld word—

- (a) die naam van die betrokke persoon voluit;
- (b) die bepalings van die Ooreenkoms waarvan vrystelling verleen word;
- (c) die voorwaardes ooreenkomstig subklousule (2) van hierdie klousule vasgestel, waarkragtens die vrystelling toegestaan word; en
- (d) die tydperk waarvoor die vrystelling geldig is;

(4) Die Sekretaris van die Raad moet—

- (a) alle sertifikate wat uitgereik word, in volgorde nommer;
- (b) 'n afskrif van alle uitgereikte sertifikate bewaar; en
- (c) ingeval vrystelling aan 'n werknemer verleen word, 'n eksemplaar van die tifikaat aan die betrokke werkgewer en werknemer stuur.

7. AGENTE

(1) Die Raad kan een of meer aangewese persone as agente aanstel om behulpsaam te wees by die toepassing van die bepalings van hierdie Ooreenkoms.

(2) Elke werkgewer en werknemer is verplig om die agente toe te laat om dié navrae te doen en dié boeke en/of stukke te ondersoek wat vir hierdie doel nodig is.

Namens die partye op hede die 2de dag van Desember 1974 te Johannesburg onderteken.

F. J. STIGLINGH, Voorsitter van die Raad.

F. J. BENADIE, Ondervoorsitter van die Raad.

R. W. WARD, Sekretaris van die Raad.

AANHANGSEL A

[Doktersertifikaat kragtens klousule 5 (2) (c) van hierdie Ooreenkoms]

Ek sertifiseer dat ek (volle naam).....

geslag....., ras....., wat verklaar dat sy/haar huidige ouderdom.....is, medies ondersoek het, met die volgende bevindings:

- (a) Toestand van hart en bloedsomloop.....
- (b) Aan- of afwesigheid van liggaamlike gebreke of wanstaltigheid, insluitende breuke.....
- (c) Toestand van longe.....
- (d) Toestand van mangels en adenoïede.....
- (e) Toestand van nekkliere.....
- (f) Toestand van tande.....
- (g) Gehoor.....
- (h) Oë.....
- (i) Aansteeklike siektes.....
- (j) Pedikulose.....
- (k) Liggaamlike ontwikkeling.....

Ek is oortuig/Ek is nie oortuig nie dat hy/sy gesond is en geskik vir indiensneming as leerlingvleissnytegnikus, sonder gevaar vir homself/haarself of ander.

Plek..... Mediese beampte
Datum.....19.....

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MONEY ORDER.

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◆
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en
Geld deur middel van 'n POSORDER of
POSWISSEL.

◆
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———*dis vinniger!*

◆
RAADPLEEG U PLAASLIKE POSMEESTER.

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